The Solicitors' Journal.

LONDON, JULY 14, 1883.

CURRENT TOPICS.

THE COURTS at Lincoln's-inn formerly occupied by Vice-Chancellors HALL and BACON are now in process of demolition.

THE NEW RULES OF COURT were signed on Monday. They constitute a thick folio of 395 pages, and not only introduce important alterations, but also consolidate all the orders, rules, and minutes in force as to civil procedure and practice in the Supreme Court. Thirty-one sets of rules—including all the Judicature Rules; the *regulæ generales* of Hilary Term, 1853; and the *regulæ generales* as to pleading made in pursuance of the Common Law Procedure Act, 1852; the rules under the Debtors Act, 1869; the Chancery Consolidated Orders and subsequent Chancery Orders and Regulations; and the Rules for the Court of Admiralty, 1859 and 1871—are annulled, and are embodied, with alterations and additions, in the present rules.

IT IS UNDERSTOOD that many of the new forms of pleading and of the pleading rules in the new Rules of Court were drafted by Mr. G. B. ALLEN, the special pleader; and that the procedure rules substituted for the provisions of the Common Law Procedure and Chancery Procedure Acts were drafted by Mr. M. D. CHALMERS and Mr. H. S. THEOBALD, the latter gentleman, we believe, also taking part in the incorporation and adaptation of the provisions of the Chancery Consolidated Orders. In other respects it is stated that the heavy labour of drafting the new rules has fallen on Mr. KENNETH MUIR MACKENZIE, the Principal Secretary to the Lord Chancellor, and on Mr. M. J. MUIR MACKENZIE, of the Common Law Bar.

WE ANNOUNCED many months ago that the present system of marking writs in the Chancery Division with the name of the judge to whom the action is to be assigned, was to be abolished, and thereupon a lively controversy arose in our columns. It will be found that by ord. 5, r. 9, of the new rules it is provided that, subject to the power of transfer, every action commenced by writ in the Chancery Division shall be marked with the name of one of the judges of that division to whom for the time being chambers are attached, such judge to be ascertained in the manner now used in the distribution of business among the conveyancing counsel of the court.

THE BANKRUPTCY BILL, as amended by the Standing Committee on Trade, has now been issued. It contains 169 clauses and 5 schedules, as against 158 clauses and 4 schedules which were in the Bill as originally introduced. On Tuesday the Bill, as amended, came before the House of Commons, when Mr. CHAMBERLAIN moved that it be recommitted *pro formâ* on the six clauses relating to the abolition of offices and the compensation of officers; and stated that he did not intend to take the report stage of the Bill until Monday week. The motion to recommit was then agreed to, and the Bill passed through Committee. On the same day a deputation waited upon Mr. CHAMBERLAIN to urge the application of the Bill to Ireland, and Mr. CHAMBERLAIN, in reply, stated that after the expressions of opinion which he had received on all sides, the clauses extending the Bill to Ireland would be re-introduced in their original shape.

THE ATTENTION of the public has been thoroughly roused by the complaints made in the daily press of the block now undoubtedly existing in the Chancery Division. The subject has been frequently referred to in these columns during the last few years, and it has more than once been pointed out that the taking of oral evidence in the Chancery Division must necessarily cause a large increase in the work of the judges, and so delay the progress of business. We have reason to believe that efforts are now being made by the authorities to discover a remedy for the existing condition of things. We believe that no effectual remedy will be found short of an increase in the number of the judges of the Chancery Division. Everything which can properly be done by chief clerks is already sent to chambers. Moreover, to send away cases to chief clerks, or to any tribunal inferior to a judge, would have a tendency to multiply appeals, which are already numerous enough. The expedient has been resorted to of transferring a certain class of cases to the Queen's Bench Division, and by the time the eighty cases recently transferred have been tried, there may be fifty more which will be ready to undergo a transfer. This expedient, however, is a mere nibble at the block of causes, which retains the greater part of its huge proportions. It becomes daily more and more evident that there are not sufficient judges in the Chancery Division. If the authorities are not prepared to face the expense of adding to their number, there is little more to be said than that the block must continue, and suitors must put up with the grievous delays which now occur.

WE PROPOSE hereafter to discuss at length the changes proposed by the new rules, but it may be desirable here briefly to enumerate some of the leading features not elsewhere noticed. Among the more important of these are the provisions in order 55, enabling executors, administrators, and trustees, and any person claiming to be interested as creditor, devisee, legatee, next of kin, heir-at-law, &c., of a deceased person, or as *cestui que trust*, or as claiming by assignment under any such creditor or other person, to take out an originating summons for the determination, without administration of the estate or trust, of questions arising in the administration of the estate or trust. We shall hereafter consider the effect of this provision; at present we only notice it as likely to materially affect the practice of the Chancery Division. Under ord. 54 every cause in the Queen's Bench Division is to be assigned to a particular master and to be marked with his name, and every subsequent application must be made to him. The suggestion of the Procedure Committee as to the "omnibus summons" has been adopted in a modified form. It is provided by ord. 30 that "in every cause or matter one general summons for directions may be taken out at any time by any party with respect to the following matters and proceedings: particulars of claim, defence or reply, statement of special case, discovery (including interrogatories), commissions for examination of witnesses, mode of trial (including proceedings in lieu of demurrer, trial on motion for judgment and reference), place of trial, or any other matter or proceeding in the cause or matter previous to trial." And the applicant is, "so far as practicable," to "include in the summons all or as many of the above-mentioned matters and proceedings as, having regard to the nature of the cause or matter, can conveniently be dealt with by the order and directions of the Court or Judge." Upon the hearing of the summons, directions may be given not only upon the application of the summoner, but also on the application of the party summoned, or without application by either party. Costs of applications which ought to have been included in the general summons are to fall on the party making the application. Any party is enabled by notice in writing to call on any other party to admit for the purposes of the action any facts specified in the notice, and in case of neglect or refusal to admit them, the

costs of proving them (however the action may be decided) will have to be borne by the party refusing to admit them, unless the judge otherwise directs. As to interrogatories it is provided that in actions for fraud or breach of trust they may be delivered as of right, but in other cases the leave of the court or a judge must be obtained, and £5 must be deposited in court, and ten shillings in addition for every folio exceeding five contained in the interrogatories. The rules as to bringing in third parties are materially modified. Demurrers are abolished, but other proceedings are substituted in lieu thereof. As to the mode of trial, in actions of slander, libel, false imprisonment, malicious prosecution, seduction, or breach of promise, either party may as of right require a trial by jury, but in other cases (except in the Chancery Division, and except in certain limited cases) although any party will be entitled to a trial by jury as of right, he will have to obtain an order for that purpose.

It is not too much to say that, if the decision of Mr. Justice Stephen in *Ebbets* v. *Booth* is to be taken as indicating the view which the judges take of the construction of section 14 of the Conveyancing Act, 1881, the provisions of that section will become comparatively useless for the protection of one of the most important of the classes for whose protection it was devised—viz., the London leaseholders. The great mass of them are underlessees, holding under leases which repeat the provisions of the original lease; and the principle of Mr. Justice Stephen's decision seems to be that, where an underlessee commits a breach of any covenant in the underlease and also in the original lease, for which therefore the freeholder could re-enter on the original lessee, no relief will be given on proceedings for a forfeiture by the original lessee against the underlessee. He is reported to have said that "he could not see what terms he could impose upon the defendant which would secure the plaintiff against proceedings at the suit of his landlord. . . . If the defendant were relieved as against the plaintiff, the latter might be sued by the superior landlord, and *if the superior landlord set aside the plaintiff's lease*, the defendant's lease which depended upon it would go also"; and to have based his decision refusing relief on this ground. Now, the section enables the court to "grant or refuse relief, as the court, having regard to the proceedings and conduct of the parties under the foregoing provisions of this section [*i.e.*, as to the preliminary notice to remedy the breach], *and to all the other circumstances*, thinks fit." We venture to think that a more reasonable construction of these latter words would be, "all the other circumstances as between the parties before the court." The superior landlord is not before the court; how is the judge to know that the superior landlord has not sanctioned the breach of covenant complained of by the mesne landlord, or waived the forfeiture as between him and the mesne landlord? But assuming that the judge was bound to consider the possibility of proceedings for a forfeiture by the superior landlord against the mesne landlord, was he not also bound to consider whether it was at all likely that in case of such proceedings the mesne landlord would forfeit his lease in consequence of the underlessee's acts? If relief is to be given at all under this section, surely it would be given to the mesne landlord in case the superior landlord sought to enter for a forfeiture incurred, against the will of the mesne landlord, by his underlessee. The probable circumstances of the case are, therefore, wholly different from those contemplated by the learned judge. They are these:—The mesne landlord is liable to be ordered, as a condition of relief on an action being brought against him by the superior landlord for a forfeiture, to pay damages and submit to an injunction. This being so, it does not seem to be so absolutely impossible as the learned judge thought, to devise equitable terms on which relief might have been given to the underlessee.

Having regard to the provisions of the new Order as to Costs, on which we comment elsewhere, it may be desirable to quote the remarks (with a note of which we have been favoured) of Mr. Justice Kay, in a case of *Re Morden*, *Morden* v. *Martin*, heard on Wednesday last. They appear to furnish a hint of the mode in which he intends to apply the provisions we have mentioned. He said: "In dealing with the further consideration of actions for the administration of the estates of deceased persons, I find that it happens not unfrequently that the costs of these actions swallow up the whole estate. In very many cases the amount of costs is out of all proportion to any advantage that could be expected from the action. I am sometimes at a loss to know for what purpose the action was brought at all. This state of things has induced me seriously to consider the practice as to such actions. As it at present exists, there is no effectual security that when a man dies, leaving a few hundreds, or even a few thousands, as a small provision for his family, it may not be swept away or largely diminished by the costs of an action for administration, brought after his death by a creditor or legatee, or his assign or mortgagee, or by a trustee of the will, or—what seems more cruel than all—by a so-called next friend in the names of the infant children of the deceased. No doubt the court has power to say, when the action has been worked out, that unnecessary costs shall not be paid out of the estate. This it is the especial duty of the court to do when the property belongs to infants, and the action is in their names; and the jurisdiction of the court to do so in other than infants' actions has been recently asserted and exercised in *Croggan* v. *Allen* (L. R. 22 Ch. D. 101). But this is a jurisdiction extremely difficult to carry out in all cases, and in practice it is seldom resorted to, and it exercises no effectual check upon improper proceedings. What is wanted is a close supervision over actions of this kind in their institution, and in every successive stage of them, and a power to restrain all useless and costly proceedings, and to visit the real delinquents with the consequences of any impropriety. I hope and believe the new rules will provide for this, which, I understand, has been anxiously considered by the Rule Committee."

THE NEW RULES OF COURT.

I.

The new rules may be considered as virtually complete, and their operation only suspended until the close of the Long Vacation. The time, therefore, has passed for such criticism as might be directed to pending legislation, and has not yet arrived for such criticism as could be founded on practical experience of their operation. It remains only to point out, as the occasion may serve, some of the principal alterations which have been effected, and the way in which they seem likely to operate.

It is with great relief that we find the barbarous proposal to abolish pleadings has been abandoned, nor is that feeling mingled with any regret at finding them reduced to the simplest form. The celebrated system of pleading, as moulded by the Common Law Procedure Act, 1852, had one defect—it failed by reason of its too great generality, and, in particular, by the too great generality of its defences. The system of chancery pleading, on the other hand, failed in respect of its enormous excess; its redundant verbiage not only obscured the issues amidst a boundless mass of allegations, but immensely increased the cost of litigation. The system adopted in the first rules under the Judicature Act was a bold, and in a great degree a skilful, attempt to avoid, on the one hand, the baldness of the common law method, and, on the other, the prolixity of the chancery method. Theoretically, it was perhaps the best that has ever been devised, and under it pleadings have been drawn in all divisions of the High Court which could not be excelled for neatness and precision. But it must be admitted that these were the exceptions. The event of the experiment proved how hard it was to be concise in an original way; it was said that the general run of pleadings became a mass of confusion; prolixity was introduced on the one side of the High Court without being curtailed on the other; it was found that a pleading might be at once meagre and irrelevant, tedious and uninstructive; until judges came to regard the documents which should state what the parties came to try as useless for their guidance, and at last almost disregarded them. That this accusation has been greatly exaggerated there can be no doubt. Even the bench is not filled with specimens of perfect virtue, and of judicial virtues patience is not the most conspicuous; nor is the dislike of new methods in business which they have spent their lives in conducting, and in which they are more disposed to think themselves masters than learners, unnatural or beyond experience in the history of that sacred order. But it is certain there was much truth in the complaints. To a lawyer it is strange to

see how few people are aware of the difficulty of making a clear and concise statement of facts, or of the still greater difficulty of making such a statement with reference to a definite system of legal rules to which the facts must be made subordinate. Yet as soon as the new system was introduced it was supposed that anyone was now competent to draw a pleading who could write a letter or patch up an affidavit. On the other hand, it is also true that a restiveness was from the first shown by many practitioners, especially by the older and most experienced ones, to whose souls, on the one hand, baldness, on the other hand, exuberance, had become dear by long use; and while it could not be reasonably expected that the less experienced hands would produce the most elegant and accurate specimens of draftsmanship, those whose skill and knowledge qualified them to do it, would not take the trouble of altering the lines on which their fingers had been accustomed to run. The new system has, therefore, never had such a fair trial as a frank and honest acceptance of it and its manipulation by experienced hands would have given it. Perhaps the failure to foresee the necessities of the case was the real fault which the authors of the system committed. Had pleading on these lines been confined, as in former times, to a comparatively small body, in which a school of pleading might have grown up, a frame and method might have been spontaneously developed which would have kept statements within well-understood lines, and, as it were, assigned the limits of variation. But the times and the circumstances did not admit of this; and we have now to take a new departure, let us hope with better success.

It may be said in general that the principle and spirit of the new system is, on the whole, that of the Common Law Procedure Act, 1852, but that it works by means of less technical language and in a less technical form; that it aims at dispensing with pleadings when they can be reasonably dispensed with, but increases the number of instances in which this is permitted. The specially-indorsed writ which was introduced by that Act, and which has proved of such great service, was in substance a pleading; it often told as much as the common counts which were afterwards delivered. The practice under order XIV. has not shown that, in the cases to which that order is properly applicable, anything more has been required. By the new rules, after a specially-indorsed writ has been issued (and the cases in which it may be issued are extended to a liquidated demand on a trust, and to the recovery of land), no further statement of claim is to be delivered, and the defendant must plead within ten days after appearance. Thus, not only is the operation of order XIV. enlarged, but the indorsement is made itself a pleading, and neither is the plaintiff required to give the notice provided for in the old order XXI. (4), nor can the defendant demand any other statement of the plaintiff's claim. This is an improvement; but it is much more open to doubt whether the further provision, by which no statement of claim *need* in any case be delivered, unless the defendant, at the time of entering an appearance, or within eight days after, requires it by writing, is well substituted for the former regulation, by which the *onus* was thrown on the defendant of giving notice to the plaintiff that he did *not* require one. Notwithstanding the attempt to alarm defendants against requiring statements of claim, by threatening them with costs if they do so unnecessarily, we imagine it will become a settled, and will be a prudent, practice, to give such notice in every case where a defence is seriously contemplated; in other cases, the rule may have some effect in saving costs. It must, however, be added that the plaintiff, though not served with any such notice by the defendant, *may* (when the writ is not specially indorsed) deliver a statement of claim; and here, again, though under the threat of costs, we imagine that any plaintiff who cares to have his case reasonably placed before the court, will deliver such a statement, even though it may better suit the purposes of the defendant not to require it, but to leave the claim vague and indefinite.

The defendant, then, to a specially-indorsed writ must plead in ten days from appearance; he must do the same in other cases, unless he has either required or received a statement of claim. His request may be postponed for eight days after appearance, but if he postpones it till then he will probably be thought to have aimed at getting the advantage of the extra time; he will do more wisely therefore, if that is not his object, in making his demand at the time of appearance. The plaintiff, on the other hand, who thinks it likely that this delay will be sought by the defendant, may probably cut it short by delivering his statement at once; but the defendant will then, no doubt, say that he needed none, and seek to disallow the costs; for why should the plaintiff insist on telling him what he knows already? If the plaintiff delivers his statement at once he will save some valuable time, which, upon the other hand, it is not certain that he would ever have lost, and he *may* lose more than he gains; why should he hurry the defendant out of breath? If he waits till a reasonable part of the eight days is past, the probability of the defendant making the request is, perhaps, diminished, and the time which remains to be saved by promptitude is also less by all the days that have already elapsed. But is the writ, which will alone constitute his statement, enough? and is the defendant waiting to take advantage of its deficiency? It would, perhaps, be better to make things safe by a further statement than to be put afterwards to amend the writ at the cost of a further delay. Unhappy plaintiff, and unhappy defendant, in this nice balance of motives! Would it not be safer and better for both of them to be precise? If, indeed, the writ is carefully settled in the first instance, the plaintiff may rest in peace; and when time permits, and instructions are sufficient, this may well be done; if otherwise, the statement of claim will probably not wait for the request.

For the rest there seems to be no very substantial alteration in the rules as to pleading, except that the controversy whether a counter-claim drops with the plaintiff's action or may still continue, is now solved by providing for its continuance; and that the methods and conditions of payment into court are more fully provided for, and the practice is extended to counter-claims, as it no doubt would have been in the old rules if the point had been foreseen. Money paid into court, with denial of liability, and not accepted in satisfaction, remains in court till the event is decided.

Turning now to the forms of pleading, they must, for practical purposes, and with regard to what circumstances show us it is reasonable to expect, be considered as much superior to those which they supersede. Excellent as the old forms under the Judicature Acts were, they too much sanctioned the practice of each party (according to the touching simplicity of the old phrase) "telling his story." If the forms given by the Common Law Procedure Act were taken, the artificiality of the long unbroken sentence replaced by distinct clauses, phrases in plain direct English being substituted for the *oratio obliqua* of the old style, and dates and particulars added, forms would be obtained which would as nearly as possible correspond with those now provided. It would probably not be far wrong to say that by this process this result has, in fact, been reached, and has been reached by the very skilful adaptation of a practised hand working upon a model of the best kind. It is impossible to read the forms without feeling that they really express, in the way of pattern, everything that can be required. It would be absurd to suppose that all actions involve facts which even in outline can be stated so simply and tersely as those imaginary transactions to which the forms relate. But it is certain that, with these models before his eyes, no one who understands his profession, and who is instructed with reasonable care, can fail to state with clearness the nature of the case, or can, without wilful blindness, be misled into the fatal error of writing down what some are pleased to term the "history" of the affair. We shall be surprised if these rules and forms do not stand the test of experience as well as the historical examples on which they are founded.

It is understood that the signatures of all the members of the Rule Committee of Judges have been attached by way of approval of the rules as a whole, and in order to bring them into operation, but not that every new rule, or alteration of an old rule, was passed unanimously, or necessarily by more than the five votes (including that of the Lord Chancellor) required by law.

In last week's Cases of the Week, p. 600, in the report of the *London Fish Market and National Fishery Company, Limited*, it was stated that "the petitioners admitted that they had no direct evidence except the statutory affidavit." We are informed that this statement was incorrect.

On the 9th inst., in the House of Commons, Mr. Cowen asked the Attorney-General whether the fact that the High Court of Justice (Continuous Sittings) Bill was allowed to pass its second reading on Thursday without opposition was to be taken as signifying that the Government intend to support the measure. The Attorney-General replied that it must not be assumed that because the second reading of the Bill was allowed to pass at a very late hour that her Majesty's Government intended supporting the measure.

COSTS UNDER THE NEW RULES.

The alterations as to costs effected by the new rules are so extensive and likely to be so important in their operation that we think it desirable at once to lay them before our readers.

One design of order 65, which deals with this subject, is to carry out more fully than was done by order 55 of the present Rules of Court the recommendation of the Judicature Commissioners in their first report that costs should be in the discretion of the court. Order 55 provides, as we all know, that "nothing herein contained shall deprive a trustee, mortgagee, or other person of any right to costs out of a particular estate or fund to which he would be entitled according to the rules hitherto acted upon in courts of equity." The first rule of order 65 of the new rules introduces a qualification into this proviso, which practically places the costs of trustees and mortgagees in the discretion of the court. The changes effected will be seen by the words we have placed in italics:—

"1. Subject to the provisions of the Acts and these rules, the costs of and incident to all proceedings in the High Court, *including the administration of estates and trusts*, shall be in the discretion of the court or judge: provided that nothing herein contained shall deprive an *executor*, *administrator*, trustee, or mortgagee, *who has not unreasonably instituted or carried on or resisted any proceedings*, of any right to costs out of a particular estate or fund to which he would be entitled according to the rules hitherto acted on in the Chancery Division."

The result will be to confer on the judges very wide powers of dealing with costs in administration actions.

Still more important is the provision that, except where otherwise ordered by the judge or allowed in the discretion of the taxing officer, in consideration of special grounds as to the importance or difficulty or urgency of the case, costs on the new "lower scale" only are to be allowed in all causes and matters commenced after the rules come into operation. This is the result of rules 8, 9, and 10, which provide that—

"8. In causes and matters commenced after these rules come into operation, solicitors shall be entitled to charge and be allowed the fees set forth in the column headed 'lower scale,' in Appendix N., in all causes and matters, and no higher fees shall be allowed in any case, except such as are by this order otherwise provided for; and in causes and matters pending at the time when these rules come into operation, to which the higher scale of costs previously in force was applicable, the same scale shall continue to be applied.

"9. The fees set forth in the column headed 'higher scale,' in Appendix N., may be allowed, either generally in any cause or matter, or as to the costs of any particular application made or business done, in any cause or matter, if, on special grounds arising out of the nature and importance, or the difficulty or urgency of the case, the court or a judge shall, at the trial or hearing, or further consideration of the cause or matter, or at the hearing of any application therein, whether the cause or matter shall or shall not be brought to trial or hearing or to further consideration (as the case may be), so order; or if the taxing officer, under directions given to him for that purpose by the court or a judge, shall think that such allowance ought to be so made upon such special grounds as aforesaid.

"10. Upon any reference to a taxing officer to tax a bill of costs of a solicitor for the purpose of ascertaining the amount due to such solicitor in respect thereof from the person to be charged therewith, if such bill shall include charges for business done in any cause or matter, the taxing officer may allow the fees set forth in the column headed 'higher scale' in Appendix N., in respect of such cause or matter, or in respect of any particular application made or business done therein, if on such special grounds as are in the last preceding rule mentioned, he shall think that such allowance ought to be so made."

The changes which have been made in the lower scale are as follows:—

Writs, &c.	New Fee. £ s. d.	Old Fee. £ s. d.
Special summons to attend at judges' chambers, not exceeding	0 13 4	0 6 8
Originating summons in Chancery Division, not exceeding	1 1 0	0 13 4
Copy for judge 2s., or per folio	0 0 4	
Services and Notices.		
Preparing notice of motion	0 3 0	0 2 0
Copy for service per folio	0 0 4	
Instructions.		
Indorsement of writ of summons where no further statement of claim	0 13 4	
Originating summons 6s. 8d., or not to exceed	1 1 0	
Counsel to advise on evidence where evidence to be taken orally, not to exceed	1 1 0	0 13 4
Copies.		
For printing, the amount actually paid to the printer, not exceeding per folio	0 1 0	
And in addition for every 20 beyond the first 20 copies, at per folio	0 0 1	
Perusals.		
Of pleadings, 6s. 8d., or per folio (Similar alternative fee throughout, as in former higher scale.)	0 0 4	
Notice to admit facts under ord. 32, r. 4, per folio	0 1 0	
Attendances.		
On examination of witnesses before examiner, &c., if without counsel, not to exceed	3 3 0	
To present petition for order of course, and for order	0 10 0	0 6 8
In court on every special motion, each day, according to circumstances, not to exceed	2 2 0	1 1 0
On special case or special petition, or application adjourned from judge's chambers, when in the special paper for the day or likely to be heard, according to circumstances, not to exceed	2 2 0	1 1 0
On hearing or trial of any cause, &c., in London or Middlesex, or the town where the solicitor resides or carries on business, whether before a judge with or without a jury, or commissioner, or referee; or on assessment of damages, when in the paper, according to circumstances, not to exceed	3 3 0	2 2 0
To examine an abstract of title, with deeds, per hour, in a cause or matter	0 10 0	
To produce deeds for such purpose, per hour	0 6 8	

The following are the alterations in the higher scale:—

Writs, &c.	New Fee. £ s. d.	Old Fee. £ s. d.
Originating summons in Chancery Division, not exceeding	1 1 0	1 0 0
Services and Notices.		
Preparing notice to produce or notice to admit, if special, &c., not exceeding per folio	0 1 0	0 1 4
Instructions.		
For indorsement of writ where no further statement of claim	1 1 0	
For originating summons 6s. 8d., or not to exceed	1 1 0	
Drawing Pleadings, &c.		
Particulars, &c., not exceeding per folio	0 1 0	0 1 4
Accounts, &c., for judges' chambers, not exceeding per folio	0 1 0	0 1 4
Copies.		
For printing, the amount actually and properly paid to the printer, not exceeding per folio	0 1 0	
And in addition for every 20 beyond the first 20 copies, at per folio	0 0 1	
Perusals.		
Notice to admit facts under ord. 32, r. 4, per folio	0 1 0	
Attendances.		
On hearing a trial of any cause, &c., in London or Middlesex, or the town where the solicitor resides or carries on business, whether before a judge with or without a jury, or commissioner, or referee, or on assessment of damages, when in the paper, not to exceed	3 3 0	2 2 0
To examine an abstract of title with deeds, per hour, in a cause or matter	0 10 0	
To produce deeds for such purpose, per hour	0 6 8	

It will be seen that the alterations in the lower scale are numerous, and in the direction of raising the fees, while the alterations in the higher scale are very slight.

We come next to an important provision, cutting down the costs in actions founded on contract, in which the plaintiff does not recover more than £50, to the County Court Scale:—

"12. In actions founded on contract, in which the plaintiff recovers, by judgment or otherwise, a sum (exclusive of costs) not exceeding £50, he shall be entitled to no more costs than he would have been entitled to had he brought his action in a county court, unless the court or a judge otherwise orders."

This is obviously intended to carry out more fully the object aimed at by section 7 of the County Court Act, 1867, and by indirect means to drive into the county courts a large class of actions. We think it would have been much better that this object should have been achieved by legislation in connection with the remodelling of the county courts which must shortly take place.

We now come to a provision which must be termed astounding:—

"11. If in any case it shall appear to the court or a judge that costs have been improperly or without any reasonable cause incurred, or that by reason of any undue delay in proceeding under any judgment or order, or misconduct or default of the solicitor, any costs properly incurred have nevertheless proved fruitless to the person incurring the same, the court or judge may call on the solicitor of the person by whom such costs have been so incurred to show cause why such costs should not be disallowed as between the solicitor and his client, and also (if the circumstances of the case shall require) why the solicitor should not repay to his client any costs which the client may have been ordered to pay to any other person, and, thereupon, may make such order as the justice of the case may require. The court or judge may, if they or he think fit, refer the matter to a taxing officer for inquiry and report; and direct the solicitor in the first place to show cause before such taxing officer, and may also, if they or he think fit, direct or authorize the official solicitor of the Supreme Court to attend and take part in such inquiry. Such notice (if any) of the proceedings or order shall be given to the client, and in such manner as the court or judge may direct. Any costs of the official solicitor shall be paid by such parties, or out of such funds as the court or a judge may direct; or, if not otherwise paid, may be paid out of such moneys (if any) as may be provided by Parliament."

This provision appears to proceed upon the assumption that the client is an imbecile individual, incapable of defending himself or even of knowing when he has been wronged by his solicitor; afraid to bring his action for negligence against the solicitor, and unable to find any other professional protector of his interests. It assumes that learned judges who hear actions are always perfectly calm and unbiassed in their judgment as to the conduct of solicitors, and that such things are never known as hasty utterances by judges ascribing to solicitors in general the most heinous misconduct. It is, perhaps, not surprising that the judicial framers of the new rules should have made this last assumption, although, unhappily, there have been too many instances of late of utterances of the kind to which we allude. But that learned judges, who must be men of practical knowledge of affairs, should assume that clients are defenceless against their solicitors is simply astonishing. If this strange rule comes into effect, the reputation of solicitors will be at the mercy of every judge who may entertain "strong" views as to the inexpediency of certain proceedings, and a solicitor may be ruined through purely accidental defaults; for it should be observed that the "default" in consequence of which the solicitor is to be ordered to repay to his client costs which the client has been ordered to pay to another person is not limited to default amounting to misconduct.

Rule 12 of Consolidated Order 21 is made generally applicable by rule 5, which provides that—

"Where, upon the trial of any cause or matter, it appears that the same cannot conveniently proceed by reason of the solicitor for any party having neglected to attend personally, or by some proper person on his behalf, or having omitted to deliver any paper necessary for the use of the court or judge, and which, according to its practice, ought to have been delivered, such solicitor shall personally pay to all or any of the parties such costs as the court or judge shall think fit to award."

Rule 14 provides that—

"A set-off for damages or costs between parties may be allowed notwithstanding the solicitor's lien for costs in the particular cause or matter in which the set-off is sought."

The other provisions of this Order may be shortly summed up. Rule 2 provides that, "where issues in fact or law are raised upon a claim or counter-claim, the costs of the several issues respectively, both in law and fact, shall, unless otherwise ordered, follow the event of such issues respectively." Rule 3 makes costs incurred in the court below in causes removed from inferior courts, having jurisdiction in the cause, costs in the cause, and rule 4 provides that where an action is ordered to be tried in a county court under 19 & 20 Vict. c. 108, s. 26, the costs of the action shall, subject to the provisions of the Judicature Acts and the Rules, follow the event, unless the judge before whom the action was tried is of opinion that the question of costs ought to be referred to a judge of the High Court, "in which case no costs shall be recovered unless ordered by the court or a judge." Rules 6 and 7 re-enact the provisions of order 55, rules 2 and 3 of the present rules. Rule 16 regulates references for taxation of costs in the Chancery Division to the taxing masters in rotation, unless there has been a former taxation in the same cause or matter, and rule 15 provides that costs may be taxed on an award, notwithstanding the time for setting aside the award has not elapsed.

The other rules of this Order are mainly a consolidation and incorporation of the provisions of the Chancery Consolidated Orders. We print elsewhere in full the rule as to "special allowances and general provisions." It will be observed that no retaining fee to counsel is to be allowed on taxation as between party and party; that fees for conferences are not to be allowed in any cause or matter in addition to the "solicitor's and counsel's fees for drawing and settling or perusing pleadings, affidavits, deeds, or other proceedings, or abstracts of title, or for advising thereon, unless it shall appear to the taxing officer, for some special reason, that a conference was necessary or proper"; that in cases to which the county court scale of costs is to be applicable, the costs of briefing more than one counsel are not to be allowed, "unless the taxing officer shall, for special reasons, be of opinion that briefing more than one counsel was proper," and that refresher fees are regulated. On the other hand, the fees to be allowed to counsels' clerks are retained.

REVIEWS.

SHIPPING.

A Digest of the Law of Shipping and Marine Insurance. By Harry Newson, Barrister-at-Law. Second Edition. Reeves & Turner.

This, though denominated a second edition, would seem to be practically a new book, owing to extensive additions and alterations. We do not know that there was any very urgent demand for a fresh work on these subjects, but we think this book may prove a very useful book of reference, and the size and price of it are moderate as compared with treatises such as those of Arnould and Abbott. The book is written in a form which has of late years become very popular—we believe Mr. Vaughan Hawkins' treatise on Wills was the first example of it—but which is not, we think, without its disadvantages. The author states in his preface that it has been his object to summarize in the form of a digest or code—which, we may observe in passing, are not by any means convertible terms—all the rules of law relating to the subjects of the work. The book is accordingly broken up into sections, each section containing a number of propositions relating to the subject of such section, and the decisions which are supposed to establish the propositions respectively are appended at the foot of the page. Besides these references, at the end of each section a sort of abstract is given of selected cases. We confess that we have not been able to discern very clearly the principle which has governed the selection of these latter cases, unless it be that, although they are cases which are useful as illustrating the application of general principles to particular sets of circumstances, yet the result of them is not capable of being expressed very conveniently as a general proposition. The drawback that suggests itself to us on consideration of this mode of writing is, that the work so written necessarily takes the form of a series of authoritative propositions, and it is difficult, without actually consulting the authorities cited, to form any estimate how far any particular proposition is entitled to be treated as authoritative. When an author writes a treatise in the usual form, the tone and manner in which his propositions are expressed enable a reader, with more or less certainty, to gather how far any particular statement represents the author's own speculation or suggestion or the well-established result of authority. This is not the case with books in the form we are discussing. They cannot, of course, consist of mere head-notes of cases strung together, and one never quite knows whether the proposition stated represents the actual decision in a case, or, to some extent, the author's deduction from the case. The observations we are making are not, however, meant to imply that a work of this sort may not be very useful and valuable. It is, to say the least, very handy as an index to the decisions on any point.

It is difficult to form a trustworthy estimate of the value of any law book, particularly of a work in the nature of a digest, which is not meant to be read through, until one has endeavoured to work with it in practice. It is, of course, impossible to examine minutely each of the author's propositions and compare it with the decisions cited with a view to seeing how far its language is precisely accurate, but such of the sections as we have read do seem to convey in plain and accurate terms the effect of the decisions. One proposition, however, we happened to light upon which does not seem to us strictly accurate, and which illustrates the observations we have made as to the difficulties arising from the digest form. In section 51 the author says, "The consignee of goods named in a bill of lading, or the indorsee of a bill of lading, has the same rights of action, and is subject to the same liabilities in respect of such goods, as if the contracts contained in the bill of lading had been made with himself." The author cites 18 & 19 Vict. c. 111, s. 1, and no doubt the proposition is intended to represent the result of that section. The author has, however, left out the all-important words, "to whom the property in the goods therein mentioned shall pass upon or by reason of such consignment or indorsement." The case of *Burdick* v. *Sewell* (L. R. 10 Q. B. D. 363) shows that the proposition as stated is not strictly accurate. The author may plead that the proposition was only intended to be general, and that the necessary qualification may be gathered from subsequent propositions. In section 52, no doubt the transfer of the rights and liabilities on the bill of lading is expressed to be dependent on the passing of the property. But we think that it would have been far better to have expressed the proposition we have cited in the terms of the statute. In constructing a digest it does not seem to us to be admissible to state a proposition too broadly, and leave the reader to find out, if he chances to read on, the necessary qualification.

CRIMINAL LAW.

A Digest of the Criminal Law (Crimes and Punishments). By Sir James Fitzjames Stephen. Third Edition. Macmillan & Co.

This well-known work contains, we think, a completely exhaustive statement of such part of the criminal law as is concerned with indictable offences, and also of such part of the criminal law as is concerned with offences punishable on summary conviction and is also contained in any of the Criminal Law Consolidation Acts, 1861. All the remaining part of the criminal law which is concerned with offences punishable on summary conviction is omitted. We do not complain of the omission, but we think it would have been well if the omission and the reasons for it had been pointed out and explained in the preface or some other part of the book. What is done, however, has been done thoroughly and well. Definitions of the various crimes are copiously supplied and aptly illustrated. Not a single statute which could be of any use at the present day has been omitted; the general plan being to redraw the statutes, and to express their effect in clear language under appropriate headings. Very great help is frequently derivable from the notes, which seem to run to exactly the proper length, and contain just the most appropriate "illustrations." Occasionally, however, we have found statements to which exception may be taken. Surely it is an insufficient statement, looking to *R.* v. *Topham* (4 T. R. 196), to say, "The publication of a libel on the character of a dead person is not a misdemeanor unless it is calculated to throw discredit on living persons." This should at any rate have been expressed affirmatively—say somehow thus: "The publication," &c., "is a misdemeanor" if, &c., "otherwise not." And as Lord Kenyon's words are, "If it be done with a malevolent purpose, to vilify the memory of the deceased with a view to injure his posterity, then it is done with a view to break the peace," we cannot think that, notwithstanding Sir J. Stephen's suggestion in a note, that "the design to break the peace is only a legal fiction," the law is stated with sufficient accuracy. Turning to quite another subject, upon the "punishment of whipping," we think that article 12 ought to have been accompanied by a recapitulation of the comparatively few indictable offences for which this punishment may be imposed. Then again, in a note to article 159 on "compounding penal actions," we read, "the punishment was the pillory, *but see now* 56 Geo. 4, c. 138, s. 2," whereas it should have been said in so many words that the pillory, which was not completely abolished till 7 Will. 4, and 1 Vict. c. 23, was abolished as a punishment for this offence by 56 Geo. 3, c. 138. Finally, it is distinctly misleading to lay down in article 185, as to "disorderly inns," that "every person who . . . being an innkeeper refuses, without reasonable grounds, to entertain *any person* ready and willing to pay for entertainment therein, commits a misdemeanor." For the words "any person" should be substituted "any traveller," as was expressly held more than two hundred years ago in *R.* v. *Luellyn* (12 Mod. 444); and only six years ago in *Reg.* v. *Rymer* (L. R. 2 Q. B. D. 136), which latter case, oddly enough, is cited by Sir J. Stephen himself in a note.

ELECTRIC LIGHTING.

A Treatise on the Law of Electric Lighting. By Henry Cunynghame, Barrister-at-Law. Stevens & Sons.

In this book the Act of 1882 and the incorporated statutes are printed at length, with short notes. We have also "the October Rules of the Board of Trade, the model proofs, the memorandum of February 26, and a specimen of one of the provisional orders lately [the preface is dated April, 1883] issued by the Board of Trade," and "some specimens of forms likely to be useful." But the main feature of the work consists of elaborate "notes on electricity" at the end, which, we are told, "have not been compiled from books, but are the result in every case of an examination of the actual apparatus." These notes, which are divided into nine chapters, occupy more than one hundred pages, and are not only written but illustrated with the greatest care. They have been very properly detached from the notes, properly so called, to the various sections. The introduction at the beginning of the book is, we think, far too short, but the index is good and of sufficient length. As the provisional order which is given will so shortly pass into law, it might have been better to defer publication till the close of the present session of Parliament. As it stands it is printed with a prefatory note that "it is, of course, subject to alteration by Parliament at the instance of any interested parties." Amongst the many works upon electric lighting which have come before us, we think that Mr. Cunynghame's cannot fail to gain and keep a high place.

CORRESPONDENCE.

ACKNOWLEDGMENTS FOR PRODUCTION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Judging from past experience of the value of covenants as a means of tracing deeds, I should say that the difficulty suggested by "Q." is not one which will be much felt in practice. The substituted covenants were, so far as I have seen, rarely obtained, the covenantor generally accepting an indemnity against the existing covenant on parting with the deeds.

I have never had much difficulty in tracing deeds. Inquiries from the solicitor engaged in the previous transaction, or whose name may appear on an old abstract, generally lead to the deeds being found. Should these inquiries fail, the deeds may often be traced by inquiries being made from the owner or agent of the adjoining property.

If to the new acknowledgment and undertaking for custody, "Q." were to add, "and to give to M. a notice in writing of the name and address of the person to whom the same documents, or any of them, shall be delivered by A. within fourteen days after such delivery," would he not be in as good a position for tracing the deeds as if he had the old covenant? B.

THE LAW SOCIETY'S CALENDAR.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I send you copy of a correspondence which has lately passed between myself and the secretary of the Incorporated Law Society, and which seems to me to involve a point of interest to the profession generally. John Daw, Junr.

Castle-square, Southampton, July 11.

Hampshire County Court Office, Southampton, June 30, 1883.

Sir,—About August or September last year, in accordance with a request from the Incorporated Law Society, I furnished them with the date of my admission as a solicitor, and I also informed them that I held the office of registrar of the county court of this district. The information was asked for as a means of compiling your society's Calendar.

On referring to the Law Society's Calendar under the heading of Southampton, I find that the announcement of my office is omitted, while Mr. F. H. Candy is described as the deputy-registrar of the county court.

The omission of my title and the substitution of the name of Mr. Candy being calculated to do me an injury and impede business, will you do me the favour of inquiring why this has been done?—I am, Sir, your obedient servant, John Daw, Junr.,

Registrar, Southampton County Court.

To the President of the Incorporated Law Society, Chancery-lane, London.

The Incorporated Law Society, July 3, 1883.

Dear Sir,—I beg to acknowledge the receipt of your letter of the 30th ultimo calling attention to the omission of public appointments held by you from this year's Calendar.

I enclose the slip containing the information furnished by you, from which you will see that, in order to secure the insertion of the legal public appointments held by you, it was necessary that a fee of one shilling should accompany the paper. This fee was not remitted by you, and hence the omission of your appointments.

Had the compilation of the Calendar been carried into effect by me personally, I should, of course, knowing you, have called your attention to it, and inserted the appointments at all events. But in a work of this magnitude, the arrangements have to be intrusted to persons specially appointed for the purpose, who adhere to the strict letter of their instructions, and I do not very well see how they could deviate from them without inconvenience.—I am, dear Sir, yours faithfully, E. W. WILLIAMSON, Secretary.

John Daw, Junr., Esq., Southampton.

Hampshire County Court Office, Southampton, July 6, 1883.

Dear Sir,—I am obliged to your for your letter of the 3rd instant. I sent the information sought by you out of courtesy, and to assist the society in the compilation of their work. I did not send the shilling, which the society, by their circular, requested should be sent with notice of all appointments, as I was not aware of any legal or other right that the Incorporated Law Society had of levying a tax on solicitors who are not members of the society. I for one objected to such a tax being levied.

The principle involved in this correspondence is so important that I propose sending a copy of it to the various local law societies throughout the kingdom, and also to the London legal papers.—I am, dear Sir, yours truly, J. DAW, Junr.

Registrar, Southampton County Court.

E. W. Williamson, Esq., Secretary, Incorporated Law Society.

CASES OF THE WEEK.

APPOINTMENT OF NEW TRUSTEE—LUNATIC TRUSTEE—VESTING ORDER—TRUSTEE ACT, 1850, s. 3.—In a case of *In re Woods*, before the Court of Lunacy on the 7th inst., a question arose on the construction of section 3 of the Trustee Act, 1850, which provides that, "when any lunatic or person of unsound mind shall be seised or possessed of any lands upon any trust or by way of mortgage, it shall be lawful for the Lord Chancellor, intrusted by virtue of the Queen's Sign Manual with the care of the persons and estates of lunatics, to make an order that such lands be vested in such person or persons, in such manner, and for such estate as he shall direct, and the order shall have the same effect as if the trustee or mortgagee had been sane, and had duly executed a conveyance or assignment of the lands in the same manner for the same estate." In the present case there were three trustees of a will, and one of them was of unsound mind, but not so found by inquisition. Under a power contained in the will the other trustees had appointed a new trustee in place of the lunatic, and a petition was presented asking for an order vesting real estate, subject to the trusts, in the two trustees jointly with the new trustee. COTTON, L.J., declined to follow the decision of Lord Hatherley (when Wood, V.C.) in *In re Marquis of Bute's Will* (Joh. 15), and held that under section 3 the court could only make an order vesting the undivided share of the lunatic in the other two old trustees jointly with the new trustee, the effect of this order being to sever the joint tenancy.—SOLICITORS, *Chester, Mayhew, & Co.*

BENEFIT BUILDING SOCIETY—WINDING UP—PRIORITY BETWEEN MEMBERS—APPLICATION OF RULES.—In a case of *In re The Blackburn and District Benefit Building Society*, before the Court of Appeal on the 6th inst., a question arose as to the application of the rules of a benefit building society in the case of its being wound up. Three classes of persons claimed to be creditors in the winding up of this society—viz., (1) outside creditors, who had done work for or supplied goods to the society (the total amount of these claims was about £2,000); (2) investing members who had given notice of withdrawal of the whole or part of their investments (the amount of their claims was £45,000); (3) investing members who had not given notice of withdrawal (the amount of their claims was £125,000). Bristowe, V.C., Lanc., decided that the members of class 3 were rightly excluded from the list of creditors, that the members of class 2 were to be ranked as creditors, and that class 1 must be paid first. The rules of the society provided that members might withdraw the sums subscribed by them "provided the funds permit." Notice of withdrawal of £10 was to be given a week beforehand, and of more than £10 a month beforehand. The Vice-Chancellor held that such of the members of class 2 as had given notices sufficiently early for the time required by the rule to have expired before the winding up must be paid before the others. The members of class 3 appealed, and the Court of Appeal (BRETT, M.R., and COTTON and BOWEN, L.JJ.) affirmed the decision. BRETT, M.R., said it had been argued that the rules were only made for carrying on a going concern, and were not applicable in the winding up. One might as well contend in a case of partnership that because the articles were made for a going concern they were not applicable in a dissolution. They must be treated in the same way after the winding up as before. It was unnecessary to decide whether the withdrawing members were creditors or not, or whether they ceased to be members. They were not creditors in the same sense as the outside creditors, no doubt. But, assuming that they still remained members as between themselves and those who gave no notice of withdrawal, it was said there was an agreement that those who gave notice should be paid out of a particular fund, and that its existence was a condition precedent to their being paid, and that as that particular fund did not exist before the winding up they were no more entitled than those who had not given notice. It was said that the fund must be money ready to be handed over—cash in the bank. It was impossible to construe the words "provided the funds permit" so strictly. They meant provided there was money to pay without making calls. And the rule meant that those who had given notice should be paid before others. That was the agreement between the members expressed in the rules. The decision of the Vice-Chancellor was right. COTTON and BOWEN, L.JJ., concurred.—SOLICITORS, *Milne, Riddle, & Moller.*

HUSBAND AND WIFE—DIVORCE—ALIMONY PENDENTE LITE—PERIOD BETWEEN DECREE NISI FOR DIVORCE AND DECREE ABSOLUTE.—In a case of *Ellis* v. *Ellis*, before the Court of Appeal on the 3rd inst., the question arose whether, after the making of a decree *nisi* for a divorce, at the instance of a wife, and before the making of the decree absolute, the court has power to make an order for the payment of alimony to the wife. On the 27th of October, 1882, the wife filed a petition for dissolution of her marriage on the ground of the husband's adultery and cruelty, and on the 11th of November filed a petition for alimony. On the 21st of November a decree *nisi* for dissolution of the marriage was pronounced. On the 22nd of January, 1883, an application was made by the wife for payment to her of alimony *pendente lite*, and on the 17th of April Sir James Hannen directed a reference to the registrar to fix the amount of alimony payable. The husband appeared and urged, on the authority of *Latham* v. *Latham* (2 S. & T. 299), that there was no jurisdiction to make the order. The Court of Appeal (COTTON and BOWEN, L.JJ.) affirmed the decision. COTTON, L.J., said that the effect of the statutes of 1857 and 1860 was that, until the decree for dissolution of marriage was made absolute, the parties were still husband and wife, and the marriage tie was not severed. Nor could it be said that the suit was at an end when the decree *nisi* was made, though the parties could do nothing except by obtaining a new trial or by appealing from the decision. The question, then, was whether during the interval between the decree *nisi* and the decree absolute a married woman could apply for alimony. When the decree was made absolute the court had power to make a permanent provision by way of alimony, and it seemed only reasonable that until the court was in a position (by making the decree absolute) to order permanent alimony, it should be able to make a temporary provision for the wife. Independently, then, of any authority, the order, in his opinion, was right. *Latham* v. *Latham* was not binding upon the Court of Appeal, though if it had been followed in subsequent cases they might have treated it as a binding authority, as showing the practice of the Divorce Court. But that decision was doubted by the judge who had decided it upon further consideration of the matter in the subsequent case of *Laxton* v. *Laxton* (30 L. J. P. & M. 208), and could not be regarded as settling the practice. BOWEN, L.J., concurred.—SOLICITORS, *Indermaur & Clark.*

COMPANY—WINDING UP—EXECUTION PUT IN FORCE AFTER COMMENCEMENT OF WINDING UP—DISCRETION OF COURT TO ALLOW—COMPANIES ACT, 1862, ss. 85, 87, 163.—In a case of *In re The Silver Hill Mining Company*, before the Court of Appeal on the 5th inst., a question arose as to the discretion of the court to allow an execution against a company to be realized after the making of a winding-up order. The writ of execution had been delivered to the sheriff before the presentation of the winding-up petition, but no levy had been made before that date. It was urged that, looking at the absolutely prohibitory words of section 163 of the Companies Act, 1862, the court had no discretion to allow the execution to be proceeded with after the making of a winding-up order, and it was also said that section 163 applied only to the putting in force an execution by sale when a levy had not been made before the commencement of the winding up. The Court of Appeal (COTTON and BOWEN, L.JJ.) held, on the evidence, that, if the court had a discretion in the matter, still no special ground had been shown for exercising it in this case. But COTTON, L.J., said that it had always been assumed that the Court of Appeal had decided that section 163 makes void only such proceedings put in force against the property of a company after the commencement of the winding up as are not sanctioned by the court under section 87. But it might be well worth consideration whether that point had really been decided, and, if it had not, whether it ought to be so decided, for the words were open to a different construction. But it was not necessary to decide the point on the present occasion. The creditor had not levied, and therefore he stood in a very different position from that of a creditor who had levied execution before the commencement of the winding up. If he had before that time done something to put his execution in force, it might well be argued that section 163 did not apply. No doubt in such a case he would stand in a very different position. But it was not necessary to decide the point. BOWEN, L.J., said that, but for the weight of authority, he should have doubt whether in spite of section 163 the court could give leave to put in force an execution after the commencement of the winding up of a company. It seemed a fallacy to say that, when section 87 provided that, after the making of a winding-up order, no action or other proceeding should be proceeded with or commenced against the company except with the leave of the court, that was equivalent to saying that all proceedings to which the sanction of the court was given should go on.—SOLICITORS, *Snell, Son, & Greenip; Bradley.*

SLANDER—SOLICITOR ACTING AS ADVOCATE—WORDS USED IN COURSE OF JUDICIAL INQUIRY—PRIVILEGE.—In a case of *Munster* v. *Lamb*, before the Court of Appeal, No. 1, on the 5th inst., the important question was raised whether counsel, or solicitors acting as advocates, are liable to an action for slander in respect of defamatory statements made in the conduct of legal proceedings. Mr. Munster, in 1881, prosecuted a woman and her husband for burglary, alleged to have been committed by them in his house. The man pleaded guilty, but the woman was acquitted. Soon afterwards Mr. Munster commenced a prosecution against the woman on a charge that, in 1878, she had administered to his servants narcotic drugs in order to facilitate the commission of a burglary in his house. When the case came on for hearing, a witness was called who gave evidence in support of the charge against the prisoner. Mr. Lamb, the solicitor who appeared for the prisoner, made use of the expressions which were the subject of the action, and which were to the effect that the narcotics might have been brought into the house by Mr. Munster himself with the intention of using them for some immoral and criminal purpose. The action was tried before Williams, J., who was of opinion that the statement was privileged, and that there was no case to go to the jury, and he therefore nonsuited the plaintiff. A divisional court (Mathew and A. L. Smith, JJ.) having refused to set aside the nonsuit, the plaintiff appealed. The Court of Appeal (BRETT, M.R., and FRY, L.J.) dismissed the appeal. BRETT, M.R., said, even assuming that the defendant had acted maliciously and without justification, and with the indirect object of injuring the plaintiff, and not for the purpose of assisting his client's case, yet, inasmuch as the words were used in reference to, and in the course of, a judicial inquiry, no action would lie against him. It had been admitted that, as long as what was said was *bonâ fide* and relevant to the question under consideration, it would not be actionable, but, in his opinion, the privilege of an advocate went further. It was clearly established that anything said by a judge or a witness in the course of legal proceedings was absolutely privileged, even if those persons were actuated by malice, and the statements were untrue to their knowledge; and, in his opinion, the privilege was more necessary for an advocate than for anyone else. The difficulties an advocate had to encounter were enormous, and it would be impossible for him to discharge his duties if he were continually obliged to consider what was relevant and what was not. The only ground for the privilege was one of public policy—viz., that persons engaged in judicial inquiries might not be subject to any fear in the discharge of their duties; and that reason applied even more to counsel and persons acting as advocates than to anyone else. FRY, L.J., said it was, no doubt, remarkable, and creditable to the profession, that there was no decision on the subject. There was, however, the *dictum* of Lord Mansfield in *Reg.* v. *Skinner* (Lofft. 55), that "neither party, witness, counsel, jury, nor judge can be put to answer, civilly or criminally, for words spoken in office," and that *dictum* appeared to have been adopted by the Court of Exchequer Chamber in *Dawkins* v. *Lord Rokeby* (L. R. 8 Q. B. 255); for Kelly, C.B., in delivering the judgment of the court, observed, "The authorities are clear, uniform, and conclusive that no action of libel or slander lies, whether against judges, counsel, witnesses, or parties, for words written or spoken in the ordinary course of any proceeding before any court or tribunal recognized by law." Although the matter under the consideration of the court in that case was whether a false statement by a witness was privileged, these *dicta* as to the privilege of counsel were of the highest value. The reason for granting immunity to judges and witnesses was not because their conduct in using defamatory words was not highly improper, but because, if the law were otherwise, numerous actions would be brought against innocent persons acting perfectly *bonâ fide*. The same reason applied by analogy to counsel and advocates, and the action was, therefore, not maintainable. It was, however, very incumbent upon advocates to take care not to abuse their very extensive powers.—SOLICITORS, *W. Brewer; Palmer & Bull.*

COMPANY—WINDING UP—RIGHT OF UNPAID CREDITORS TO WINDING-UP ORDER—REGARD TO WISHES OF OTHER CREDITORS—NO AVAILABLE ASSETS—COMPANIES ACT, 1862, ss. 79, 91.—In a case of *In re The Chapel House Colliery Company*, before the Court of Appeal on the 28th ult., an important question arose as to the right of an unpaid creditor of a company to a winding-up order, when the creditors generally are opposed to the making of the order, and there are no assets which would be available for distribution in the winding up. The petition was presented by a debenture-holder, to whom five years arrears of interest, amounting to £112 10s., were due. The petitioner brought an action to recover this sum, and two days after he received a letter from the secretary of the company, informing him that he would obtain nothing whatever by proceeding with his action, as the whole of the property of the company was in the hands of its mortgagees, who, in the event of hostile action, would take possession altogether, and the company would immediately go into liquidation. He thereupon abandoned his action and presented this petition. It appeared from the evidence that the company's collieries were being worked successfully, and that, although the profits could not, at present, be applied in payment of the interest on the debentures, they were being applied in payment of the interest and reduction of the principal of a mortgage which had priority over the security of the debenture-holders. It was also suggested that a slight improvement in the coal trade would enable the company to pay off the mortgage entirely, and that the profits would then become available for payment of the interest on the debentures. The petition was opposed, not only by the company, but by unsecured creditors to a large amount, and by the trustees on behalf of the debenture-holders, who were authorized so to do by the unanimous vote of a meeting of the debenture-holders, at which the holders of debentures to the amount of £25,000, out of a total of £40,000, were present. Kay, J., said that the petitioner, being a *bonâ fide* creditor, and the company not being able to pay him, he was entitled to a winding-up order, subject to the discretion of the court to have regard to the wishes of other creditors. The question was, what order would be most beneficial to the creditors and the company. Having regard to the fact that the company's lessor had, under the terms of the lease, a right of re-entry in the event of a winding up, and to the suggestion that the company might in time work itself free from its difficulties, he should order the petition to stand over for six months, if the company would undertake to give the petitioner notice of any other petition, and not to consent to an order on any other petition in the meantime, and in the event of any hostile action against the company, he would allow the petition to be brought on again. The undertaking was given by the company. The trustees, on behalf of the debenture-holders and the unsecured creditors appealed. The Court of Appeal (BAGGALLAY, COTTON, and BOWEN, L.JJ.) held that the petition ought to have been at once dismissed. BAGGALLAY, L.J., said that no doubt in some cases it had been laid down an unpaid creditor of a company was entitled to a winding-up order *ex debito justitiæ*. In subsequent cases this had been recognized as a right existing between the creditor and the company, but still it had been held that the court must, under section 91 of the Act, have regard to the wishes of the other creditors. This must be regarded as qualifying the generality of the expressions used by Lord Cranworth in *Bowes* v. *The Hope Life Insurance Company* (11 H. L. Cas. 389). In *In re The Western of Canada Oil Company* (L. R. 17 Eq. 1), Lord Selborne held that section 91 applies to a petition for winding up as well as to the subsequent proceedings in a winding-up. The present petitioner stood alone, and he was informed of this before he presented his petition. It was urged that if an immediate winding-up order was not made, the petition should not be at once dismissed, but should be delayed for six months, and no doubt in several previous cases this course had been adopted. In *In re St. Thomas's Dock Company* (L. R. 2 Ch. D. 116), it was done at the instance of the company, and on their giving certain undertakings. In *In re The Western of Canada Oil Company* there appeared to be a probability of further funds coming in, and the petition was postponed for three months at the instance of the debenture-holders. At the end of the three months, the expected funds not having come in, a winding-up order was made. In *In re The Great Western Coal Consumer's Company* (L. R. 21 Ch. D. 769), the petition was postponed for six months in consequence of the wish of the debenture-holders. But Mr. Justice Fry said that regard must be had, not only to the wishes of the creditors, but to the reasons which they assigned for their wishes. And having regard to the circumstances, which the court must in every case regard, Mr. Justice Fry in that case thought it right to postpone the petition. BAGGALLAY, L.J., said that he gave his entire assent to what was said by Jessel, M.R., in *In re The Uruguay Railway Company* (L. R. 11 Ch. D. 373), to the effect that, "as a general rule, an unpaid creditor of a company is entitled to a winding-up order *ex debito justitiæ* but that rule is subject to exceptions—*e.g.*, where all the other creditors oppose the petition, and it appears that the petitioning creditor will not be in a better position by obtaining a winding-up order." When those circumstances concurred, his lordship thought the court would rightly refuse to make a winding-up order, and he thought they did concur in the present case. The petitioner would be in no better position if he got a winding-up order, so far as any legitimate result was concerned. though the order might possibly be used to bring pressure to bear on the debenture-holders to raise money to pay him. It was said that an order that the petition should stand over for six months could do no harm; but if a winding-up petition was kept hanging over everybody who was dealing with the company, it must prevent the company from going on with their business. The petitioner could derive no benefit from it. With regard to costs, if his lordship had thought that the petitioner did not know when he presented his petition that he would be opposed by the other creditors, he might have been disposed to say that he should not be ordered to pay any costs, or even possibly that he ought to have an order for costs as against the company. But, as it was shown that he was informed of the views of the other creditors before he presented his petition, the petition must be dismissed with costs. COTTON, L.J., said there had been no attempt to show that, if a winding-up order was made, any scrap of property would come into the hands of the liquidator, even enough to pay costs. If the petition was ordered to stand over it must prejudice the company. They could not avail themselves of their power to raise fresh capital and develop their business. No one, under such circumstances, would take shares. The existence of the petition must in every possible way harass and paralyze the company. It was said that an order that the petition should stand over was a compromise between the rights of the petitioner and the wishes of the other creditors, and that an unpaid creditor was entitled *ex debito justitiæ* to a winding-up order. That only meant that the creditor is entitled to have the assets of the company made available for the payment of their debts, and when it would be a means of effecting that end he was entitled to a winding-up order. When there would be nothing available in the winding up for the payment of the company's debts, the creditor was not entitled to a winding-up order. If an unpaid creditor was absolutely, without any exception, entitled to a winding-up order, an order that the petition should stand over would be an invasion of the right. His lordship did not mean to say that when, in order to preserve honest dealing, it was desirable that a company should be put an end to, it might not be wound up, even if it had no assets. It was not necessary to give an opinion on the point now, for the shareholders did not desire a winding up. BOWEN, L.J., was of the same opinion. He thought no one was entitled to a winding-up order when no earthly purpose could be attained by it, except, perhaps, the wrecking of a valuable property. Even apart from section 91, he thought that a creditor had no absolute right to have the machinery of winding up put in motion against a company, and section 91 enabled the court to consider the wishes of the other creditors.—SOLICITORS, *Swain, Son, & Greenip; A. Calkin Lewis.*

LIMITED COMPANY—WINDING UP—LIABILITY OF CONTRIBUTORY ON SHARES AGREED TO BE ALLOTTED.—In the case of *In re The Artistic Colour Printing Company (Limited), Chappell's case*, before Chitty, J., on the 2nd inst., an application was made to put the name of Mr. Chappell on the list of contributories in respect of seventy-five shares. It appeared that Mr. Chappell, being the holder of shares in the company, upon becoming its managing director, agreed to take 150 additional shares, one-third of the value of such shares to be immediately paid, and the balance within two and a half years. Mr. Chappell, upon and shortly after the agreement, paid for seventy-five shares in all, and these were duly allotted to him, but none of the remaining seventy-five shares were ever allotted to him, it appearing that the company had not a sufficient number of unallotted shares, and there being at the most no more than fifty shares at any one time subsequently to the date of the agreement available for allotment. It was submitted, on behalf of the respondent, that he could not be called upon to pay anything whatever in respect of the seventy-five unallotted shares. CHITTY, J., said that the agreement to take the shares must be held to be one which was to be performed at the time of making it, and therefore one which could not be satisfied by the company subsequently creating, under its articles of association, new shares, and offering these. Although it appeared that at the date of the agreement there was in existence a sufficient number of shares unallotted, or under the control of the company, yet the company allotted to the respondent a portion only of the whole number. The respondent could not afterwards be compelled to take a portion only of the remaining shares agreed to be paid for. An agreement to take seventy-five shares could no more be satisfied by an offer of fifty shares than an agreement to buy seventy-five sacks of corn could be held to be complied with by an offer to deliver fifty sacks and no more. It was said that, as the respondent was a director, he must be held to be responsible for having allotted shares which, if unallotted, would have produced the full number which he had agreed to take. But to have allotted shares was no breach of duty on the part of the respondent as a director, nor was he alone responsible for a matter in which the company itself, as represented by its directors, must be said to have acted. If the company had turned out a success, it was perfectly true that the respondent could not have complained of not having received his shares, because he had been, as a director, party to a course of action which rendered it impossible for the company to have performed their contract with him; but the defence of the company against any action by the respondent would have been the same as the respondent's answer to the company now—namely, that the party complaining had been party to the act complained of. For these reasons, and as there had been nothing done which constituted any new agreement between the company and the respondent, it could not be held that the respondent was a contributory in respect of the seventy-five shares. As, however, there had been mistakes in the mode of carrying on the business of the company, the respondent could not be allowed costs.—SOLICITORS, *Watkin; Pitts.*

SETTLEMENT—MONEY IN COURT—SALE BY TENANT FOR LIFE—PAYMENT OUT TO TRUSTEES—LANDS CLAUSES CONSOLIDATION ACT, 1845, ss. 7, 69—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 2, SUB-SECTION 8; ss. 22, 32.—In the case of *In re The Duke of Rutland's Settlement*, before Chitty, J., on the 7th inst., a petition was presented by the trustees of a settlement for payment out to them of a sum of money paid into court under the Lands Clauses Consolidation Act, 1845, in respect of a sale of lands comprised in the settlement to a school board. It appeared that the trustees had a power of sale but no power to sell, reserving the minerals, and as it was desired to reserve the minerals the sale to the school board was effected by the tenant for life under the 7th section of the Lands Clauses Consolidation Act. It being admitted that the trustees could not receive the money under the 69th section of the Act as persons absolutely entitled, the question arose whether by virtue of the provisions of the Settled Land Act, 1882, the court had jurisdiction to make the order. CHITTY, J., said that the trustees appeared to be trustees of the settlement for the purposes of the Act, within the terms of the Settled Land Act, 1882, s. 2, sub-section 8, or, in other words, if the sale had been effected under the provisions of that Act the trustees would have been the proper persons to receive the purchase-money. The Settled Land Act was an Act which should be liberally construed. He therefore thought that the court had, under the 22nd and 32nd sections of the Act, when read together, power to treat the purchase-money as capital money arising under the Act, and, the tenant for life being a party to the petition, to make the order as prayed.—SOLICITORS, *Lee, Ockerby, & Everington*, for *Thurman & Slack*, Ilkeston; *G. L. P. Eyre & Co.*

PRACTICE—WRIT IN ACTION—INDORSEMENT OF ADDRESS—RESIDENCE—FALSE ADDRESS—LEAVE TO AMEND—RULES OF COURT, 1875, ORD. 4, RR. 1, 2, 3A—ORDER 49.—In the case of *Mee* v. *Denbigh*, before Chitty, J., on the 29th ult., a motion was made by the defendants to set aside the writ of summons in the action on the ground that the address indorsed by the plaintiff was illusory and fictitious. It appeared that the writ had been issued when the plaintiff was in prison serving a twelve months' sentence, and was indorsed with an address at a place where the plaintiff's nephew lodged, and where the plaintiff had lodged for three weeks whilst avoiding arrest. The plaintiff submitted that the address was the best possible one the plaintiff could give, and, as the evidence showed that letters addressed to such address would find their way to the plaintiff, and as the writ was issued by a respectable firm of solicitors who stated their address for service, the contention of the defendants that the address was illusory could not be substantiated. The defendants submitted that the plaintiff must amend and either give security for costs or pay costs up to date of amendment. CHITTY, J., said that when ord. 4, r. 1, of the Rules of Court, 1875, was compared with the subsequent rules of the same order, a distinction seemed to be taken between the address and place of residence of the plaintiff; but the interpretation to be put on ord. 4, r. 1, must be that "the address" of the plaintiff must indicate residence. In the present case the plaintiff appeared not to have resided at the address he gave except for a time when he was roving about and trying to escape the hand of justice. When the writ was actually issued he was in gaol, and he ought to have stated that he was residing there. The address given could not be said to be *the* address of the plaintiff within the terms of the rule. The defendants, therefore, were right in their motion, although it might have been otherwise had the plaintiff, although in gaol, had a place of residence and given it as his address. His lordship, however, was satisfied that the address was not given for mere purposes of deception, and when the facts of the solicitors' address being on the writ, and of the defendants' ability to reach the plaintiff by letter at the address he gave, were taken into consideration, his lordship was of opinion that, in the exercise of the power confered on the court by order 59, which provided that non-compliance with the rules should not render proceedings void, and gave the judge a discretionary power, the proper course was not to order the plaintiff to find security for costs, but to give him leave to amend, conditionally upon his first paying the costs of the motion.—SOLICITORS, *Ullithorne, Currey, & Villiers*, for *Sargent & Son*, Birmingham; *Bellamy, Strong, & Baker*, for *H. D. Crompton*, Birmingham.

LEASE—OPTION TO PURCHASE FEE—NATURE OF INTEREST CREATED IN LESSEE—WILL—CONSTRUCTION—PRECATORY TRUST.—In a case of *In re Adams and The Kensington Vestry*, before Pearson, J., on the 7th inst., a question arose as to the nature of the interest created in a lessee by a covenant on the part of the lessor to give him an option to purchase at a specified price the fee simple of the demised property. The lease was executed in September, 1819, and was for a term of sixty years from Midsummer, 1819, and there was in it a covenant by the lessor, for himself, his heirs, executors, and administrators, with the lessee, his executors administrators, and assigns, that, if the lessee, his executors, administrators or assigns, should at any time or times thereafter be desirous of purchasing the fee simple and inheritance of the demised property, and of such desire should give notice in writing to the lessor, his heirs or assigns, then the lessor, his heirs or assigns, would, within one month after the receipt of the notice, make out a title to the demised property, and also accept the sum of £1,200 in full for the purchase of the fee simple and inheritance, and on receipt thereof would, at the cost of the lessee, his executors or administrators, convey the fee simple and inheritance, free from incumbrance, to the lessee, his heirs and assigns, or as he or they should direct. The lessee died in 1858, intestate, leaving a widow and children. In 1877 his heir-at-law and administrator gave notice to the devisee of a person who had, through the lessor, become entitled to the reversion in fee, of his desire to exercise the option of purchase contained in the lease, and in July, 1877, the devisee, in pursuance of the notice, conveyed the reversion in fee to the lessee's heir-at-law in fee, he paying the £1,200 out of his own money. In 1882 he entered into an agreement to sell the property, and on his delivering an abstract of his title the purchaser objected that the vendor could not make a good title without the concurrence of the next of kin of the original lessee. PEARSON, J., allowed the objection. He said that it was unnecessary to decide whether the option to purchase, being unlimited in duration, was or was not void as a violation of the rule against perpetuities, for the covenant had been treated as valid, and acted on, and it was not disputed that the legal estate in fee was vested in the vendor. His lordship would not express any opinion one way or the other on this point, for it was immaterial. But the vendor obtained the conveyance as administrator of the lessee. It was argued that, though the lease was personal estate of the lessee, the covenant gave him an equitable interest in real estate, which vested in him separately from the lease, and descended to his heir. His lordship could not accede to this view. He thought that the option went with the lease, that it would have passed by an assignment of the lease, and that it must be administered as part of the personal estate of the lessee. The objection to the title was well founded, and the concurrence of the other next of kin of the lessee was necessary.

Another objection to the title arose thus. The person who had conveyed the fee simple to the vendor was the widow of the previous owner. He, by his will, gave, devised, and bequeathed all his real and personal estate "unto, and to the absolute use of, my wife, her heirs, executors, administrators, and assigns, in full confidence that she will do what is right as to the disposal thereof between my children, either in her lifetime, or by will after her decease." The purchaser objected that these words created a precatory trust for the benefit of the testator's children, and that a good title could not be made without the concurrence of those children. PEARSON, J., overruled this objection. Having regard to the decision of the Court of Appeal in *Lambe* v. *Eames* (19 W. R. 659, L. R. 6 Ch. 597), the observations there made, and the decision of Jessel, M.R., in *In re Hutchinson* v. *Tenant* (L. R. 8 Ch. D. 540), his lordship held that the widow took an absolute interest under the will, not subject to any trust. If he was to construe the words as imposing a trust, he should be making the will absolutely repugnant to itself. For there was, in the first place, as absolute a gift as possible to the wife for her own use and benefit, and, if the subsequent words created a trust for the children, the wife would be excluded from any benefit whatever. She must dispose of the property, during her life or by will, for the benefit of her children. His lordship was glad to find that the tendency of the modern authorities was in favour of holding that gifts of this kind were not intended to create a trust, but to assign the confidence which the testator felt in his wife as a reason for making

an absolute gift to her.—Solicitors, *Pontifex, Hewitt, & Pitt; Lucas & Sons.*

Vendor and Purchaser—Objections to Title—Notice of Trust.—In a case of *In re Harman and The Uxbridge Railway Company*, before Pearson, J., on the 26th ult., a question arose as to notice of a trust from the recitals in a deed. Under a contract for the sale of real estate in fee simple, entered into in December, 1882, the vendor was bound to deliver an abstract of his title to such an extent as the purchaser's solicitor should require, and to declare a good title. The abstract commenced with a mortgage in fee, dated in September, 1840, to W. Beeby, and in this deed there was nothing to show that the mortgagee was not the absolute beneficial owner of the mortgage-money. He died in March, 1842, having by his will, dated in June, 1840, appointed his wife and two other persons executrix and executors, and having devised his real estate and bequeathed the residue of his personal estate to the same three persons on certain trusts for the benefit of his wife and children. He also devised his trust and mortgage estates to the same three persons on the trusts and subject to the equities affecting the same respectively. The widow alone proved the will, and the other two trustees disclaimed the trusts. In 1850 the widow instituted a suit to foreclose the mortgage, and in 1854 she obtained an order of foreclosure absolute. In August, 1865, by a deed indorsed on the mortgage deed, she conveyed the property in fee to three persons named Knightley, Cox, and Walter Beeby, as joint tenants at law and in equity, receiving no pecuniary consideration from them. This deed contained a recital that the testator held the money secured by the mortgage on an account under which Knightley, Cox, and Walter Beeby were then solely entitled thereto, as was thereby acknowledged, whereby the widow, as trustee under the testator's will, was trustee only of the property comprised in the mortgage for Knightley, Cox, and Walter Beeby, and they had requested her to convey the property to them. The present vendor derived title to the property under a conveyance from these three persons. The purchasers required the vendor to produce evidence of the truth of the recital in the deed of August, 1865, that Knightley, Cox, and Walter Beeby were entitled to the mortgage-money. And, assuming that the testator was a trustee of the mortgage-money, the purchasers required the vendor to show that the property sold was comprised in the trust; that Knightley, Cox, and Walter Beeby were duly appointed to succeed William Beeby in the trust; and that they had an effectual power of sale and of giving receipts for the purchase-money. The vendor was unable to comply with these requisitions, and the purchasers declined to accept the title. The vendor then took out a summons under the Vendor and Purchaser Act, 1874, asking a declaration that a good title had been shown. On behalf of the purchasers it was contended that, *primâ facie*, the mortgage-money was the testator's own money; that there was no evidence of any trust except by the recital in the deed of August, 1865; and that the testator's devisee and executrix could not by any recital or acknowledgment bind the interests of the *cestuis que trustent* under his will. If the mortgage-money (and the mortgaged estate when foreclosed) was the testator's own property, it was a breach of trust for his trustee to convey it away without any consideration, and the purchasers had sufficient notice of the breach of trust to render them liable to make it good. If, on the other hand, the mortgage-money was trust-money, and consequently the mortgaged property, when foreclosed, trust property, it must be shown that the persons who purported to act as trustees were duly appointed, and that they had a power of sale. Pearson, J., held that a good title had been shown by the vendor. He said that the deed of August, 1865, being indorsed on the mortgage deed, it was plain that the widow was dealing with her title as mortgagee; that she was entitled to the mortgage-money and nothing more. It was said that the recital in the indorsed deed was not one on which the purchasers could safely rely. It was admitted, however, that the ordinary practice, when a mortgage was made to trustees, was to keep the trusts off the mortgage deed, and to introduce a recital that the mortgage-money belonged to the mortgagees on a joint account, and when this was done the court had always refused to make any inquiry as to the trusts. To hold that the recital in the present case would not protect the purchaser would be to defeat this settled practice. The result would be that it would have been almost impossible for the widow to dispose of the property without a suit to administer her husband's estate. There being such a recital in the deed, the trustees (if there was a trust) were entitled to sell the property as absolute owners.—Solicitors, *Paterson, Sons, & Garner; Burdett, Cunningham, & Co.*

Breach of Covenant—Forfeiture—Relief—Conveyancing Act, 1881, s. 14.—The case of *Ebbets* v. *Booth*, in which Mr. Justice Stephen delivered a written judgment on the 6th inst., involved a question as to the circumstances in which relief against forfeiture can be given under the Conveyancing Act. In May, 1840, the trustees of the estate of the parish of Botolph Without, Bishopsgate, at the request of the churchwardens, granted to Thomas Roun a piece of land in the City-road, with the Eagle Tavern upon it, for a term of years to expire at Michaelmas, 1898, at a rent of £350. The lessee covenanted to use the Eagle Tavern for an "inn, tavern, or public-house," and to conduct it in a proper and orderly manner so as to afford no just or reasonable ground for the withdrawing or withholding of all or any of the licences for the sale of beer, ale, wine, and spirituous liquors as now and hereinbefore used and accustomed," and to do what should be necessary to obtain the renewal of the licence. There was a proviso for re-entry on breach of the covenants. The lease contained no covenant as to the manner in which the other part of the land leased by it was to be used. The lease was now vested in the plaintiff as trustee of Thomas Roun. On the 24th of March, 1851, Roun demised part of the property comprised in his lease to one Oliver for forty-seven years, less ten days, at a rent of £350. This demise comprised the Eagle Tavern and a large open space behind it, surrounded on two sides by houses which were not included in the underlease. Oliver covenanted with Roun as to the use of the Eagle Tavern in the same terms as the covenant in the original lease, and also covenanted not to do or permit any act which would be an annoyance to the tenants of any of the messuages belonging to Roun or the trustees of the parish. There was no such covenant as this in the original lease. Oliver assigned the underlease to Clark, who afterwards assigned to the defendant Booth. The part of the premises which were included in the lease of 1840, and which were not included in the underlease, had been built upon; and the rent of the houses erected on this part of the premises constituted a net profit to Roun's estate in 1882 of £950 a year. The lessees of the Eagle Tavern had used the ground included in their lease for purposes of amusement, and a large business had been attracted to the Eagle; according to one witness the receipts for liquors varied from £700 to £900 per month. Booth, the originator of the Salvation Army, desiring to obtain possession of the Eagle, and the ground held with it, in order to use it for religious purposes and the moral improvement of the neighbourhood, obtained an assignment from Clark of the underlease, for which, he stated, he paid £16,750, and after taking possession his alterations and additions brought that sum up to £20,000. In order to effect his objects he solicited subscriptions by letters addressed to the newspapers, public addresses, &c. In a letter to the *Guardian* he said:—"Your readers will rejoice with us in the prospect of getting the above premises transformed into a house of mercy for the multitude of poor souls which have hitherto been ensnared and ruined amid the fascinating scenes of ungodliness which have been witnessed there." He also said that the Salvation Army "would be able to attract tens of thousands to the Eagle who had drunk damnation and served the devil there before, and where they would convert them." The plaintiff, regarding these and other similar statements as showing an intention to use the Eagle Tavern for purposes inconsistent with the covenant in both the leases, issued the writ in this action, and applied to Kay, J., for an injunction to restrain the defendant from doing this. Booth, in answer to this, filed an affidavit in which, without distinctly saying so, he implied that he had abandoned his intention of converting the Eagle Tavern into a temperance hotel. Acting upon this affidavit Kay, J., refused the injunction and made no order as to costs. On the 10th of August, 1882, the Salvation Army took possession. On the 22nd of September the place was first opened for services in a similar manner—the Army arriving in a procession. Disturbances arose, and eventually Booth determined to discontinue the processions and to confine his services to the inside of the grounds. The licences of the Eagle Tavern were granted by magistrates, and there was no evidence that any special notice was ever given them of Booth's intentions in respect of it. The tavern itself had been, and was still, carried on as a temperance hotel. It was proved that the managers of the hotel made a practice of asking persons who applied for beds questions as to their religious opinions. Upon these facts the defendant contended that the covenants of the lease had not been broken, and if they had, then he asked for relief against the forfeiture of the lease under the Conveyancing Act, s. 14. The statement of claim prayed only an injunction, costs, damages, &c. It did not specially mention forfeiture or judgment in ejectment. But the case was argued on both sides on the issue of forfeiture. Stephen, J., stated the facts as above and commented on Booth's affidavit, which he thought had misled Mr. Justice Kay. His lordship had no doubt that the covenant, as to quiet and orderly use, &c., in the lease of 1851, had been broken by the defendant, both by the disturbances and noise of his services. He had equally little doubt that such breaches of covenant are cases in respect of which relief ought to be granted under the Conveyancing Act. He thought, therefore, that if it stood alone, he ought to declare that there had been a breach of this covenant involving a forfeiture, and that the defendant would be relieved from it on the terms of an injunction to observe the covenants for the future. But this covenant did not stand alone, for as regarded the covenant as to the public-house that question, both as to the forfeiture and the relief, was much more difficult. The defendant submitted that this covenant was satisfied by keeping the Eagle as an "inn," though no spirituous liquors were sold at it. His lordship could not, however, he said, adopt that view. He had great doubt whether, in the expression "inn, tavern, or public-house," the word "or" was disjunctive, and whether it did not rather call the same thing by two different names. At all events, he should think it meant an inn for the reception of guests for the night. The covenant would thus mean, "You must use the Eagle as a place for the sale of spirituous liquors, whether you receive guests for the night as well or not." His lordship was of opinion, therefore, that the covenant was broken by the defendant in carrying on the business of the Eagle as a temperance hotel. He considered that Booth had conducted himself in a manner which was likely to endanger his licence, and had incurred a double forfeiture. The final question was whether, under the circumstances, the case was one in which his lordship could and should permit relief under the Act of 1881. For obvious reasons, he would be glad to do so if he could. It would certainly be a pity that Booth should lose the £20,000 which he had laid out on the undertaking. He had, therefore, considered the matter most carefully. [His lordship then read section 14 of the Conveyancing Act, 1882.] No construction had yet been put upon it, and it did not say that the old law as to forfeiture was by it abolished. Nor did it say how far its principles were to be observed. Though it applied to underleases as well as to leases, it gave the court no power to deal with lessors who were strangers to an action before it—an omission particularly embarrassing in the present case. It said only that regard was to be had to the conduct and proceedings of the parties, and all the surrounding circumstances. The breach was not one for which relief would have been given before the Act. His lordship could not see what terms he could impose upon the

defendant which would secure the plaintiff against proceedings at the suit of his landlords, the trustees of the parish of St. Botolph. The covenant about the annoyance of Roun was free from this difficulty, as there was no such covenant in the inferior lease, but that about using and keeping the Eagle as a public-house was contained in both leases. Consequently, if the defendant were relieved as against the plaintiff, the latter might be sued by the inferior landlord, and if the inferior landlord set aside the plaintiff's lease, the defendant's lease, which depended upon it, would go also; and the trustees would—unless relief were granted—be obliged to forfeit the £950 a year profit as rent of the plaintiff's property, as well as the tenure of the defendant. It was said that Booth's intentions were religious and philanthropic, and that the Salvation Army was a useful body, and that for this reason the lease should not be forfeited. His lordship said he did not feel entitled to give weight to such arguments, nor to express any opinion whatever on the character of the movement. His lordship, in conclusion, said that he regretted that the defendant or any one else should have to lose such an amount, and if he could have seen his way to have relieved him he would have willingly done so. There would be judgment for the plaintiff for possession and costs. If the parties desired to appeal, execution would be stayed for four days. —Solicitors, *Whittington, Son, & Barker; Clarke & Calkin.*

Will—Testamentary Capacity—Execution by Proxy—Knowledge of Contents.—In the Probate, Divorce, and Admiralty Division, on the 7th inst., the case of *Parker* v. *Felgate* was tried before the President of the Division and a special jury. The plaintiffs propounded, as executors, the will, bearing date the 29th of August, 1882, of Georgiana Annie Stevens Compton, widow, who died on the 2nd of September, 1882. The defendants, the father of the deceased and the trustee in bankruptcy of her father and brother, alleged in their statements of defence that the will was not duly executed, that the deceased was not of sound mind, and did not understand the effect of the will, and that certain clauses had been inserted in the will without her consent. The clauses referred to were a direction that a legacy of £500 to the father, and one of £250 to the brother, of the deceased, should be paid to them for their personal use, and a direction that a bequest of £1,200 to a charity should go to the members of her family in the event of the charity being unable to take it. It appeared that the deceased, who was in failing health, had several interviews with her solicitor, Mr. Parker (one of the plaintiffs), on the subject of her will, when she discussed the contingency of the bankruptcy of her father and brother, and expressed a wish that their legacies should be secured for themselves, "in case anything should happen." She also expressed her wishes as to the legacy to the charity. On the 22nd of August, 1882, the father and brother were adjudicated bankrupts, and on the 26th of August, the deceased became weaker, and *coma* set in, and Mr. Parker having left London for the vacation, the family of the deceased communicated with his partner, who engrossed the will from the draft prepared by Mr. Parker. On the 29th of August, in the presence of three medical men, and of several other persons, the will was executed and attested, the signature of the testatrix being written by a Mrs. Flack. Mr. Parker was called as a witness by the plaintiffs, as well as the three medical men, who stated that the testatrix, though in a comatose state, was capable of being roused, and could speak or make signs in reply to questions. One of the medical men held the will in front of her, and roused her by rustling the paper, and then said, "This is your will; do you wish this lady to sign it?" She replied, "Yes"; and he stated that, as far as he could judge, she understood what she was doing. The counsel for the defendants called no witnesses. Hannen, P., in summing up the case to the jury, said that if a person has given instructions to a solicitor to draw a will, and the solicitor draws a will accordingly, the will is valid if the testator assents to his signature being put to it, while accepting what is done by the solicitor as a carrying out of his instructions. Hence the first question would be whether the testatrix, when the will was signed, knew and remembered all the instructions which she had given to her solicitor. Next, if she did not recollect in detail all the instructions which she had given, was her mental condition such that, if each clause of the will had been read to her, and she had been asked whether each clause was in accordance with her wishes, could she have answered intelligibly? With reference to the contents of the will, the jury must consider whether the instructions given to Mr. Parker had justified the insertion of the two clauses in dispute; but even if either or both of them had been inserted without instructions, the rest of the will might stand good. He accordingly left to the jury the following questions —(1) Did the deceased, when the will was executed, remember and understand the instructions which she had given to Mr. Parker? (2) Could she, if it had been thought advisable to rouse her, have understood each clause of the will? and (3) Was she capable of understanding, and did she understand, that she was executing a will, for which she had given instructions? The jury answered the two first questions in the negative, and the third question in the affirmative, and also found that the testatrix had given instructions for the insertion in the will of the clauses as to the bankruptcy, and as to the bequest to the charity. The court pronounced for the will, with costs.—Solicitors, *Parker & Co.; Hunt.*

CASES BEFORE THE BANKRUPTCY REGISTRARS

Before Mr. Registrar Murray (sitting as Chief Judge).

July 11.—*Re J. H. P. Marsh.*

Bankrupt refusing to join in a conveyance to a purchaser from the trustee of his estate—Bankruptcy Act, 1869, s. 19—Power of court to compel bankrupt to execute a conveyance or assignment at the request of the trustee of his estate.

In 1878, one Marsh was adjudged bankrupt, and Edward Maccall became the trustee of his estate. The bankrupt's trustee was entitled to and possessed of, through the bankrupt, the reversion in fee of certain freehold premises situate in the city of London. Upon the attempted sale of the said interest to a purchaser from the trustee, it was insisted that the bankrupt should join in the proposed deed of conveyance as "a beneficial owner." The bankrupt, through his solicitors, refused to join as requested, and to execute the proposed deed of conveyance; but no offer was made by the bankrupt, or on his behalf, to sign any deed or assignment whatsoever.

The trustee now applied to the court for an order directing the bankrupt to join in the conveyance.

Woolf, in support of the trustee's application.—This is a case clearly within the 19th section of the Bankruptcy Act, 1869. The refusal of the bankrupt is clearly wrongful. [He referred to Robson, p. 634; Griffith & Holmes, pp. 511, 1140; *Selkrig* v. *Davies*, 2 Rose, 291.]

Reed, for the bankrupt, *contrâ*.—The bankrupt cannot be compelled to execute any such deed. He cannot be directed to join as "a beneficial owner." That would be to saddle the bankrupt with an unlimited future liability.

Mr. Registrar Murray, having taken time to consider, on this day in giving judgment said, after referring to the facts of the case, that the application was made under section 19 of the Bankruptcy Act, 1869. This is a case of first impression so far as the present law is concerned, and consequently no case has been cited on the subject except cases under the older statutes. The present enactments on the subject are very wide, and the preamble to the section is worthy of much attention, and the bankrupt is directed to assist to the utmost of his power. There are no rules of court in existence on this subject. There is some difference between section 19 of this Act and section 148 of the Act of 1849, which is a re-enactment of a corresponding section 6 Geo. 4. In ordinary cases this order would be one of course, but here the trustee is seeking for an order to compel the bankrupt to execute a deed containing clauses which would make him liable to all kinds of covenants for title and otherwise. I am of opinion that the trustee is not entitled to compel the bankrupt to execute such a conveyance with such clauses, and I understand the trustee is willing that the words in the conveyance to which exception has been taken should be expunged. Having regard to the section, I have no doubt that the court has power to order the bankrupt to execute a proper conveyance. And therefore the bankrupt must execute a proper conveyance. Such conveyance, so far as the bankrupt is concerned, should contain a clause simply confirming the conveyance by the trustee, and should not contain any covenants as to title or otherwise. Taking into consideration all the circumstances of the case, I think that the trustee is entitled to his costs of this application out of the estate. And the order I make upon the bankrupt is that that the bankrupt do, within three days after the trustee shall have tendered to him for execution a proper conveyance, execute the same, but this is not to imply any obligation on the bankrupt to enter into any covenants as to title.

Solicitors, *Rosenthal; Learoyd & Co.*

OBITUARY.

MR. FREDERICK JAMES CHESTER.

Mr. Frederick James Chester, solicitor, formerly of Elms-road, Clapham, but lately of Farnham, Surrey, died on the 24th of May in his seventieth year. Mr. Chester was admitted a solicitor in 1838, and was a member of the well-known firm of H. F. & E. (formerly H. & F.) Chester, of Newington Butts, deceased, who had a large South London practice. He was for many years, in conjunction with his brother, the late Mr. Henry Chester, clerk to the Vestry of Newington. He also held the appointments of steward to the Manors of Sunbury and Hayling.

MR. JOHN LANE.

Mr. John Lane, solicitor, of Stratford-upon-Avon, died at Weston-super-Mare on the 17th ult. Mr. Lane was born in 1809. He was admitted a solicitor in 1837, and he had practised for over forty years at Stratford-upon-Avon. He took a very active part in local and municipal business. He was for three years a member of the town council, but he retired on his appointment as clerk to the borough magistrates, which office he held until his death. He was also clerk to the county magistrates. Mr. Lane was a perpetual commissioner for Warwickshire, and he had a very extensive private practice. At the petty sessions, on the 18th inst., the mayor expressed the regret with which he had heard the news of Mr. Lane's death, and spoke in high terms of his character and abilities. The Stratford-upon-Avon Board of Guardians (of which body Mr. Lane was a member) have passed a vote of condolence with his family.

SIR JAMES COCHRANE.

Sir James Cochrane, knight, many years Chief Justice of Gibraltar, died at Gibraltar, on the 24th ult. Sir J. Cochrane was called to the bar at the Inner Temple in the year 1818, and in 1830 he was appointed Attorney-General of Gibraltar. He held that office till 1841, when he was appointed Chief Justice of the colony, and he was also judge of the Court of Request. He received the honour of knighthood in 1845, and in 1877, after thirty-six years' judicial service, he retired on a pension. The following

notification was published by Lord Napier of Magdala, Governor of Gibraltar, on Sir J. Cochrane's retirement:—"During the long time that Sir J. Cochrane has presided over the Supreme Court at Gibraltar he has eminently maintained the high character of the bench. The clearness of his judgment, the wisdom of his decisions, and his personal character have commanded the respect of all classes of the community. He has done much for the lower classes, and his firmness and perfect fairness have helped greatly to dispel from the city of Gibraltar the crime of using the knife, which was unfortunately once so prevalent." Sir J. Cochrane was married in 1829 to the daughter of the late Colonel William Haly. He became a widower in 1874, and he leaves one son and two daughters.

MR. STEPHEN WILLIAMS.

Mr. Stephen Williams, solicitor, late of 16, Bedford-row, died at his residence at Clapham-common, on the 28th ult., in his eighty-eighth year. Mr. Williams, who was almost the oldest solicitor in London, was admitted a solicitor in 1817, and he formerly practised in Bedford-row, where he had a very extensive family business. He was for many years associated in partnership with Mr. William Esdaile Winter. Mr. Williams was a perpetual commissioner for the county of Middlesex and the cities of London and Westminster, and also a commissioner for taking affidavits in the court of the Vice-Warden of the Stannaries in Devonshire and Cornwall. Mr. Williams had for some time withdrawn from his former firm, but he still continued to take out his certificate.

MR. MATTHEW SYKES SCHOLEFIELD.

Mr. Matthew Sykes Scholefield, solicitor (of the firm of Scholefield & Taylor), of Batley, died at that place, on the 1st inst., from congestion of the lungs. Mr. Scholefield was born in 1830. He was admitted a solicitor in 1853, and he had resided for nearly thirty years at Batley, where he had an extensive private practice. He was a perpetual commissioner for the West Riding of Yorkshire, and clerk to the Batley Burial Board. He was also formerly clerk to the Sootill Local Board. He had been for some time in partnership with Mr. Leonard Wilson Taylor.

MR. HARRY READ ALLEN.

Mr. Harry Read Allen, solicitor, of Southwold and Halesworth, was drowned on the 2nd inst. whilst bathing in the sea at the former place. Mr. Allen was admitted a solicitor in 1873, and he had a considerable practice at Southwold, having also an office at Halesworth. He had been for some time town clerk of the borough of Southwold, and he was also clerk to the borough magistrates, and to the Southwold Harbour Commissioners. Mr. Allen was a perpetual commissioner for the county of Suffolk. His body has been found, and it is supposed that he had been stunned by a blow while diving. His early death has caused very great sorrow in the neighbourhood.

MR. FREDERICK WILLIAM POUGET CLEVERTON.

Mr. Frederick William Pouget Cleverton, solicitor, of Saltash, Plymouth, died about a fortnight ago. Mr. Cleverton was admitted a solicitor in 1839, and he had been for several years in partnership with his son, Mr. Frederick William Cleverton, who was admitted a solicitor in 1865. The deceased was a perpetual commissioner for Devonshire and Cornwall, and he held several important appointments. He had been for several years town clerk, clerk to the magistrates, and clerk of the peace for the borough of Saltash, and he was also clerk to the St. German's Highway Board, and clerk to the Plympton St. Mary and St. German's Boards of Guardians, Assessment Committees, and Rural Sanitary Authorities, and superintendent registrar. The St. German's Board of Guardians have passed a vote of condolence with the family of Mr. Cleverton.

MR. JOHN PRESCOD WOOD.

Mr. John Prescod Wood, solicitor, of York, died at Filey, on the th9 inst., after several months' illness. Mr. Wood was the son of Mr. John Wood, of York, and was born in 1825. He was educated at St. Peter's Grammar School, York, and he was admitted a solicitor in 1846, after serving his articles with his father. In 1853, he became coroner for the city of York, and in 1857 he was appointed deputy coroner for the York Division of the county. In 1875, on his father's death, he was unanimously elected coroner for the division, and he then became head of his firm, Messrs. Henry Wood and John Richardson Wood being associated in partnership with him. Mr. Wood was a perpetual commissioner for the city of York, and for the North and East Ridings of Yorkshire. He was solicitor for the York New Waterworks Company, and his private practice was very large. He was vice-president of the York and Yorkshire Law Society for the year 1877, and he was a director of the Yorkshire Fire and Life Insurance Company, and of the York Union Bank. His death is universally regretted at York. Mr. Wood was married to a daughter of the Rev. Thomas Richardson, and he leaves seven sons and one daughter.

On the 11th inst., in the House of Commons, Mr. W. H. Smith gave notice of his intention, on Civil Service Estimates, vote 5, class 3, relating to the Courts of Justice, to move a nominal reduction, in order to bring to the notice of the Committee the delays which occur in the Chancery Division of the High Court of Justice.

THE COSTS ORDER.

The following are the provisions of rule 25 of this Order as to "special allowances and general provisions":—

25. The following special allowances and general regulations shall apply to all proceedings and all taxations in the Supreme Court of Judicature.

1. As to writs of summons requiring special indorsement, and as to special cases, pleadings, and affidavits in answer to interrogatories, and other special affidavits, and admissions under order xxxii. rule 4, the taxing officer may, in lieu of the allowances for instructions and preparing or drawing, and attendances, make such allowances for work, labour, and expenses in or about the preparation of such documents as in his discretion he may think proper.

2. As to drawing any pleading or other document, the fees allowed shall include any copy made for the use of the solicitor, agent, or client, or for counsel to settle.

3. As to instructions to sue or defend, or the preparation of briefs, if the taxing officer shall on special grounds consider the fee in either scale provided inadequate, he may make such further allowance as he shall in his discretion consider reasonable.

4. As to affidavits, when there are several deponents to be sworn, or it is necessary for the purpose of an affidavit being sworn to go to a distance, or to employ an agent, such reasonable allowance may be made as the taxing officer in his discretion may think fit.

5. The allowances for instructions and drawing and affidavit in answer to interrogatories and other special affidavits, and attending the deponent to be sworn, include all attendances on the deponent to settle and read over.

6. As to delivery of pleadings, services, and notices, the fees are not to be allowed when the same solicitor is for both parties, unless it be necessary for the purpose of making an affidavit of service.

8. As to perusals the fees are not to apply where the same solicitor is for both parties.

8. Where the same solicitor is employed for two or more defendants, and separate pleadings are delivered or other proceedings had by or for two or more such defendants separately, the taxing officer shall consider in the taxation of such solicitor's bill of costs either between party and party or between solicitor and client, whether such separate pleadings or other proceedings were necessary or proper, and if he is of opinion that any part of the costs occasioned thereby has been unnecessarily or improperly incurred, the same shall be disallowed.

9. As to evidence, such just and reasonable charges and expenses as appear to have been properly incurred in procuring evidence, and the attendance of witnesses, are to be allowed.

10. As to agency correspondence, in country agency actions, and matters, if it be shown to the satisfaction of the taxing officer that such correspondence has been special and extensive, he is to be at liberty to make such special allowance in respect thereof as in his discretion he may think proper.

11. As to the attendance of solicitors upon the registrars in the Chancery Division for the purpose of settling the terms of passing judgments or orders, the taxing officer may in such cases as are provided for by order lxii. rule 17, make such special allowances in respect thereof as he shall consider reasonable.

12. As to attendances at the judges' chambers, where, from the length of the attendance, or from the difficulty of the case, the judge or master shall think the highest of the fees an insufficient remuneration for the services performed, or where the preparation of the case or matter to lay it before the judge or master in chambers, or on a summons, shall have required skill and labour for which no fee has been allowed, the judge or master may allow such fee, in lieu of the fee of £1 1s. provided, not exceeding £2 2s., or where the higher scale is applicable £3 3s., or in proceedings to wind up a company £5 5s., as in his discretion he may think fit; and where the preparation of the case or matter to lay it before a judge at chambers on a summons shall have required and received from the solicitor such extraordinary skill and labour as materially to conduce to the satisfactory and speedy disposal of the business, and therefore shall appear to the judge to deserve higher remuneration than the ordinary fees, the judge may allow to the solicitor, by a memorandum in writing expressly made for that purpose and signed by the judge, specifying distinctly the grounds of such allowance, such fee, not exceeding 10 guineas, as in his discretion he may think fit, mstead of the fees of £2 2s., £3 3s., and £5 5s.

13. As to attendances at the judges' chambers, where by reason of the non-attendance of any party (unless it be considered expedient to proceed *ex parte*), or where by reason of the neglect of any party in not being prepared with any proper evidence, account, or other proceeding, the attendance is adjourned without any useful progress being made, the judge may order such an amount of costs (if any) as he shall think reasonable to be paid to the party attending by the party so absent or neglectful, or by his solicitor personally; and the party so absent or neglectful is not to be allowed any fee as against any other party, or any estate or fund in which any other party is interested.

14. A folio is to comprise 72 words, every figure comprised in a column, or authorized to be used, being counted as one word.

15. Such costs of procuring the advice of counsel on the pleadings, evidence, and proceedings in any cause or matter as the taxing officer shall in his discretion think just and reasonable, and of procuring counsel to settle such pleadings and special affidavits as the taxing officer shall in his discretion think proper to be settled by counsel, are to be allowed: but as to affidavits a separate fee is not to be allowed for each affidavit,

but one fee for all the affidavits proper to be so settled, which are or ought to be filed at the same time.

16. As to counsel attending at judges' chambers no costs thereof shall in any case be allowed, unless the judge certifies it to be a proper case for counsel to attend.

17. As to inspection of documents under order xxxix. rule 14, no allowance is to be made for any notice or inspection, unless it is shown to the satisfaction of the taxing officer that there were good and sufficient reasons for giving such notice and making such inspection.

18. As to taking copies of documents in possession of another party, or extracts therefrom, under rules of court or any special order, the party entitled to take the copy or extract is to pay the solicitor of the party producing the document for such copy or extract as he may, by writing, require, at the rate of 4d. per folio; and if the solicitor of the party producing the document refuses or neglects to supply the same, the solicitor requiring the copy or extract is to be at liberty to make it, and the solicitor for the party producing is not to be entitled to any fee in respect thereof.

19. Where any petition in a cause or matter assigned to the Chancery Division is served, and notice is given to the party served that in case of his appearance in court his costs will be objected to, and accompanied by a tender of costs for perusing the same, the amount to be tendered shall be £1 10s. The party making such payment shall be allowed the same in his costs, provided such service was proper, but not otherwise; but this order is without prejudice to the rights of either party to costs, or to object to costs where no such tender is made, or where the court or judge shall consider the party entitled, notwithstanding such notice or tender, to appear in court. In any other case in which a solicitor of a party served necessarily or properly peruses any such petition, without appearing thereon, he is to be allowed a fee not exceeding the amount aforesaid.

20. The court or judge may, at the hearing of any cause or matter, or upon any application or proceeding in any cause or matter in court or at chambers, and whether the same is objected to or not, direct the costs of any indorsement on a writ of summons, pleadings, summons, affidavit evidence, notice requiring a statement of claim, notice to produce, admit, or cross-examine witnesses, account, statement, procuring discovery by interrogatories or order, applications for time, bills of costs, service of notice of motion or summons, or other proceeding, or any part thereof, which is improper, vexatious, unnecessary, or contains vexatious or unnecessary matter, or is of unnecessary length, or caused by misconduct or negligence, to be disallowed, or may direct the taxing officer to look into the same and to disallow the costs thereof, or of such part thereof as he shall find to be improper, unnecessary, vexatious, or to contain unnecessary matter, or to be of unnecessary length, or caused by misconduct or negligence; and in such case the party whose costs are so disallowed shall pay the costs occasioned thereby to the other parties; and in any case where such question shall not have been raised before and dealt with by the court or judge, it shall be the duty of the taxing officer to look into the same (and, as to evidence, although the same may be entered as read in any decree or order) for the purpose aforesaid, and thereupon the same consequences shall ensue as if he had been specially directed to do so; and in the Queen's Bench Division the master shall make such order as may be required to effect the object of this rule.

21. In any case in which, under the last preceding regulation, or any other rule of court, or by the order or direction of a court or judge, or otherwise, a party entitled to receive costs is liable to pay costs to any other party, the taxing officer may tax the costs such party is so liable to pay, and may adjust the same by way of deduction or set-off, or may, if he shall think fit, delay the allowance of the costs such party is entitled to receive until he has paid or tendered the costs he is liable to pay; or such officer may allow or certify the costs to be paid, and direct payment thereof, and the same may be recovered by the party entitled thereto in the same manner as costs ordered to be paid may be recovered.

22. Where in the Chancery Division any question as to any costs is under regulation 20 dealt with at chambers, the chief clerk is to make a note thereof, and state the same on his allowance of the fees for attendances at chambers, or otherwise as may be convenient for the information of the taxing officer.

23. Where any party appears upon any application or proceeding in court or at chambers, in which he is not interested, or upon which, according to the practice of the court, he ought not to attend, he is not to be allowed any costs of such appearance unless the court or judge shall expressly direct such costs to be allowed.

24. The costs of applications to extend the time for taking any proceeding shall be in the discretion of the taxing officer, unless the court or judge shall have specially directed how the costs are to be paid or borne. The taxing officer shall not allow the costs of more than one extension of time, unless he is satisfied that such extension was necessary, and could not, with due diligence, have been avoided. The costs of a summons to extend time shall not be allowed in cases to which rule 8 of order lxiv., applies, unless the party taking out such summons has previously applied to the opposite party to consent, and he has not given a consent to a sufficient extension of time, or the taxing officer shall consider there was a good reason for not making such application, and in case the taxing officer shall not allow the costs of such summons, and shall consider that the party applying ought to pay the costs of any other party occasioned thereby, he may direct such payment, or deal with such costs, in the manner provided by regulation 20.

25. The taxing officers of the Supreme Court, or of any division thereof, shall, for the purpose of any proceeding before them, have power and authority to administer oaths, and shall, in relation to the taxation of costs, perform all such duties as have heretofore been or are by general orders directed to be performed by any of the masters, taxing masters, registrars, or other officers of any of the courts whose jurisdiction is by the principal Act transferred to the High Court of Justice or Court of Appeal, and shall, in respect thereof, have such powers and authorities as previous to the commencement of the principal Act were, or by general orders are, vested in any of such officers, including examining witnesses, directing production of books, papers, and documents, making separate certificates or allocaturs, requiring any party to be represented by a separate solicitor, and to direct and adopt all such other proceedings as could be directed and adopted by any such officer on references for the taxation of costs, and taking accounts of what is due in respect of such costs, and such other accounts connected therewith as may be directed by the court or a judge.

26. Where an account consists in part of any bill of costs, the court or judge may direct the taxing officer to assist in settling such costs, not being the ordinary costs of passing the account of a receiver, and the taxing officer, on receiving such direction, shall proceed to tax such costs and shall have the same powers, and the same fees shall be payable in respect thereof, as if the same had been referred to the taxing officer by an order; and he shall return the same, with his opinion thereon, to the court or judge by whose direction the same were taxed.

27. The taxing officer shall have authority to arrange and direct what parties are to attend before him on the taxation of costs to be borne by a fund or estate, and to disallow the costs of any party whose attendance such officer shall in his discretion consider unnecessary in consequence of the interest of such party in such fund or estate being small or remote, or sufficiently protected by other parties interested.

28. When any party entitled to costs refuses or neglects to bring in his costs for taxation, or to procure the same to be taxed, and thereby prejudices any other party, the taxing officer shall be at liberty to certify the costs of the other parties, and certify such refusal or neglect, or may allow such party refusing or neglecting a nominal or other sum for such costs, so as to prevent any other party being prejudiced by such refusal or neglect.

29. As to costs to be paid or borne by another party, no costs are to be allowed which do not appear to the taxing officer to have been necessary or proper for the attainment of justice or defending the rights of the party, or which appear to the taxing officer to have been incurred through over-caution, negligence, or mistake, or merely at the desire of the party.

30. As to any work and labour properly performed and not herein provided for, and in respect of which fees have heretofore been allowed, the same or similar fees are to be allowed for such work and labour as have heretofore been allowed.

31. Where the plaintiff is directed to pay to the defendant the costs of the cause, the costs occasioned to a defendant by any amendment of the plaintiff's pleadings shall be deemed to be part of such defendant's costs in the cause (except as to any amendment which shall appear to have been rendered necessary by the default of such defendant); but there shall be deducted from such costs any sum which may have been paid by the plaintiff according to the course of the court at the time of any amendment.

32. Where upon any taxation a plaintiff who has obtained a judgment with costs is not allowed the costs of any amendment of his pleadings on the ground of the same having been unnecessary, the defendant's costs occasioned by such amendment shall be taxed, and the amount thereof deducted from the costs to be paid by the defendant to the plaintiff.

33. Where an action or petition is dismissed with costs, or a motion is refused with costs, or any costs are by any general or special order ordered to be paid, the taxing officer may tax such costs without any order referring the same for taxation, unless the court or a judge upon the application of the party alleging himself to be aggrieved prohibits the taxation of such costs.

34. Where it is directed that costs shall be taxed, in case the parties differ about the same, the party claiming the costs shall bring the bill of costs into the office of the proper taxing officer, and give notice of his having so done to the other party, and at any time within eight days after such notice such other party shall have liberty to inspect the same without fee, if he thinks fit. And at or before the expiration of the eight days, or such further time as the taxing officer shall in his discretion allow, such other party shall either agree to pay the costs, or signify his dissent therefrom, and shall thereupon be at liberty to tender a sum of money for the costs; but where he makes no such tender, or where the party claiming the costs refuses to accept the sum so tendered, the taxing officer shall proceed to tax the costs; and where the taxed costs shall not exceed the sum tendered, the costs of the taxation shall be borne by the party claiming the costs.

35. Where any costs are by any judgment or order directed to be taxed and to be paid out of any money or fund in court, the taxing officer in his certificate of taxation shall state the total amount of all such costs as taxed without any direction for that purpose in such judgment or order.

36. The allowances in respect of fees to the conveyancing counsel of the court and to any accountants, merchants, engineers, actuaries, and other scientific persons to whom any question is referred, shall be regulated by the taxing officers, subject to appeal to the court or judge, whose decision shall be final.

37. The rules, orders, and practice of any court whose jurisdiction is transferred to the High Court of Justice or Court of Appeal, relating to costs, and the allowance of the fees of solicitors and attorneys, and the taxation of costs, existing prior to the commencement of the principal Act, shall, in so far as they are not inconsistent with the principal Act and these rules, remain in force and be applicable to costs of the same or analogous proceedings, and to the allowance of the fees of solicitors of the

Supreme Court and the taxation of costs in the High Court of Justice and Court of Appeal.

38. As to all fees or allowances which are discretionary, the same are, unless otherwise provided, to be allowed at the discretion of the taxing officer, who, in the exercise of such discretion, is to take into consideration the other fees and allowances to the solicitor and counsel, if any, in respect of the work to which any such allowance applies, the nature and importance of the cause or matter, the amount involved, the interest of the parties, the fund or persons to bear the costs, the general conduct and costs of the proceedings, and all other circumstances; and where a party is entitled to sign judgment for his costs, the taxing officer, in taxing the costs, may allow a fixed sum for the costs of the judgment.

39. Any party who may be dissatisfied with the allowance or disallowance by the taxing officer, in any bill of costs taxed by him, of the whole or any part of any item or items, may, at any time before the certificate or allocatur is signed, deliver to the other party interested therein, and carry in before the taxing officer, an objection in writing to such allowance or disallowance, specifying therein by a list, in a short and concise form, the item or items, or parts or part thereof, objected to, and the grounds and reasons for such objections, and may thereupon apply to the taxing officer to review the taxation in respect of the same.

40. Upon such application the taxing officer shall reconsider and review his taxation upon such objections, and he may, if he shall think fit, receive further evidence in respect thereof, and, if so required by either party, he shall state either in his certificate of taxation or allocatur, or by reference to such objection, the grounds and reasons of his decision thereon, and any special facts or circumstances relating thereto.

41. Any party who may be dissatisfied with the certificate or allocatur of the taxing officer, as to any item or part of an item which may have been objected to as aforesaid, may, within fourteen days from the date of the certificate or allocatur, or such other time as the court or judge, or taxing officer, at the time he signs his certificate or allocatur, may allow, apply to a judge at chambers for an order to review the taxation as to the same item or part of an item, and the judge may thereupon make such order as to the judge may same just; but the certificate or allocatur of the taxing officer shall be final and conclusive as to all matters which shall not have been objected to in manner aforesaid.

42. Such application shall be heard and determined by the judge upon the evidence which shall have been brought in before the taxing officer, and no further evidence shall be received upon the hearing thereof, unless the judge shall otherwise direct.

43. When a writ of summons for the commencement of an action shall be issued from a district registry, and when an action proceeds in a district registry, all fees and allowances, and rules, and directions relating to costs, which would be applicable to such proceeding if the writ of summons were issued at the central office, and if the action proceeded in London, shall apply to such writ of summons issued from and other proceedings in the district registry.

44. No retaining fee to counsel shall be allowed on taxation as between party and party.

45. Fees for conferences are not to be allowed in any cause or matter in addition to the solicitor's and counsel's fees for drawing and settling, or perusing any pleadings, affidavits, deeds, or other proceedings or abstracts of title, or for advising thereon, unless it shall appear to the taxing officer for some special reason that a conference was necessary or proper.

46. In any case in which under rule 12 of this order the scale of costs in county courts is applicable, the costs of briefing more than one counsel shall not be allowed, unless the taxing officer shall, for special reasons, be of opinion that briefing more than one counsel was proper.

47. Where the costs of retaining two counsel may properly be allowed, such allowance may be made although both such counsel may have been selected from the outer bar.

48. As to refresher fees, when any cause or matter is to be tried or heard upon *viva voce* evidence in open court, if the trial shall extend over more than one day, and shall occupy either on the first day only, or partly on the first and partly on a subsequent day or days, more than five hours, without being concluded, the taxing officer may allow, for every clear day subsequent to that on which the five hours shall have expired, the following fees:—

To the leading counsel	from 5 to 10 guineas.
To the second, if three, counsel . . .	3 to 7 ,,
To the third, if three counsel, or the second, if only two	3 to 5 ,,

The like allowances may be made where the evidence in chief is not taken *viva voce*, if the trial on hearing shall be substantially prolonged beyond such period of five hours, to be so computed as aforesaid, by the cross-examination of witnesses, whose affidavits or depositions have been used.

49. Where a cause or matter shall not be brought on for trial or hearing, the costs of and consequent on the preparation and delivery of briefs shall not be allowed if the taxing officer shall be of opinion that such costs were prematurely incurred.

50. Where a cause or matter which stands for trial is called on to be tried, but cannot be decided by reason of a want of parties or other defect on part of the plaintiff, and is therefore struck out of the paper, and the same cause is again set down, the defendant shall be allowed the taxed costs occasioned by the first setting down, although he does not obtain the costs of the cause or matter.

51. The following fees are to be allowed to counsels' clerks:—

	£	s.	d.
Upon a fee under 5 guineas	0	2	6
5 guineas and under 10 guineas	0	5	0
10 guineas and under 20 guineas	0	10	0
20 guineas and under 30 guineas	0	15	0
30 guineas and under 50 guineas	1	0	0
50 guineas and upwards . . . . . per cent.	2	10	0
On consultations, senior's clerk	0	5	0
On consultations, junior's clerk	0	2	6
On conferences	0	5	0
On retainers (where allowed):			
General retainer	0	10	6
Common retainer	0	2	6

52. No fee to counsel shall be allowed on taxation unless vouched by his signature.

53. In cases in which an original affidavit can be used, and to which order xxxvii., rule 17, applies, it shall not be necessary to take an office copy.

54. It shall not be necessary to take an office copy of an affidavit of discovery of documents, and the copy delivered by the party filing it may be used as against such party.

55. Where, in proceedings before the taxing officer, any party is guilty of neglect or delay, or puts any other party to any unnecessary or improper expense relative to such proceedings, the taxing officer may direct such party or his solicitor to pay such costs as he may think proper, or deal with them under regulation 20.

56. Where in any cause or matter any bill of costs is directed to be taxed for the purpose of being paid or raised out of any fund or property, the taxing officer may, if he shall consider there is a reasonable ground for so doing, require the solicitor to deliver, or send to his clients, or any of them, free of charge, a copy of such bill, or any part thereof, previously to such officer completing the taxation thereof, accompanied by any statement such officer may direct, and by a letter informing such client that the bill of costs has been referred to the taxing officer, giving his name and address for taxation, and will be proceeded with at the time the officer shall have appointed for this purpose, and such officer may suspend the taxation for such time as he may consider reasonable.

57. The taxing officer shall have power to limit or extend the time for any proceeding before him, and where, by any general order, or any order of the court or judge, a time is appointed for any proceeding before or by a taxing officer, unless the court or judge shall otherwise direct, such officer shall have power from time to time to extend the time appointed upon such terms (if any) as the justice of the case may require, and although the application for the same is not made until after the expiration of the time appointed, it shall not be necessary to make a certificate or order for this purpose, unless required for any special purpose.

58. Every bill of costs which shall be left for taxation shall be indorsed with the name and address of the solicitor by whom it is so left, and also the name and address of the solicitor, if any, for whom he is agent, including any solicitor who is entitled or intended to participate in the costs to be so taxed.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

Intermediate Examination.

The following candidates were successful at the Intermediate Examination held on the 21st of June, 1883:—

Allison, Thomas	Catherall, William James
Ainslie, William Langstaff	Catton, William James
Ash, Ernest, B.A.	Caught, George Gilbert
Atkinson, James Spencer	Chadwick, Walter Shawcross
Badger, Harry Shakespeare	Charlesworth, George Herbert
Balshaw, Walter	Charnley, James Henry
Banks, John Edward	Chillcott, William Moore Gibbs
Barclay, Herbert James	Christian, Edmund Brown Viney
Barlow, Charles John	Churchley, George William
Bate, Arthur Wilfred	Coad, John Luskey
Baynes, Ernest Farrer	Coleman, Leonard
Beale, Arthur Geach, B.A.	Cooke, Henry
Beer, William, B.A.	Cooper, Frederic Ernest
Bell, Francis Henry Augustus	Cornish, Thomas Henry
Bentley, William	Cotton, Stephen Fairbairn, B.A.
Bettany, William Thomas	Cox, Herbert Louis Noel
Billson, Charles James, B.A.	Crespin, Claude William Legassicke
Blackburn, Alfred	Cullingford, Arthur Henry, B.A.
Bland, Thomas Augustus	Cunliffe, Walter Frederick, B.A.
Bloomfield, Samuel	Cufaude, John
Blumer, Arthur Colville	Davis, John Roland
Bonner, Charles Edward, B.A.	Davis, Richard
Bramwell, William	Davies, Samuel
Brazil, Clarence McKinnell	Dawson, Charles Frederic
Brooks, Arthur David	Dawson, William, B.A.
Brogden, Thomas John Harrowsmith	Day, Horace Francis
Bromet, George Albert	Day, Robert William
Brown, George Arthur	Dean, Cyril Charles Stephen
Burgin, Edward Lambert	Dickson, Francis James
Burnham, Henry Charles	Dixon, Richard Cecil William
Burrows, Benjamin Beeley	Duggan, Henry Paschal
Butlin, Herbert Charles, B.A.	Elton, Henry Robert
Cargill, William Knapp	Emerson, George
Carr, Albert Edward	Evans, Goronwy Maelor
Carter, Edward John Honey	Ferns, Harry Clifford

Fielding, Henry
Fisher, William Custance
FitzMaurice, Henry Alfred
Fort, Edward Munkhouse, B.A.
Fry, Henry Robert Ashton
Fuller, Morris Nattali
Gill, Thomas
Ginn, Thomas William
Glascodine, Charles Edward
Godfrey, Albert Hamilton
Goode, Thomas Henry
Griffiths, Edward Llewellyn
Haigh, Charles Francis
Hardy, Herbert Charles
Hargreaves, Albert Henry
Harris, Arthur Chambers
Haslip, Joseph Montague, B.A.
Hawkins, Francis Henry
Hayward, Frederick Joseph
Higgin, William Hunter
Hind, Ernest
Hodgkinson, William
Holdsworth, John Abercrombie
Holmes, Arthur
Holt, Frank
Hopgood, John Edgar
Howe, Herbert Arthur
Hudson, John Charles
Hughes, Melville
Hunt, Augustus
Jeffreys, David Thomas, B.A.
Jessop, Herbert Adams
Jones, Lewis William Hugh
Jones, Vincent Clifford
Kempson, Edgar
Kempster, Sydney Alfred Guy
King, George Anthony, B.A.
King, Henry Charles
King, Thomas William Love
Lob, Charles Constant
Longbottom, Arthur Thompson
Looker, Henry
Lovell, William, M.A.
Lutener, Charles Edward
Marris, George
Marston, Arthur Edwin
Masters, Albert Edward
Mayhall, Charles Arthur
Millar, William Robert
Murray, Joseph Benjamin
Newton, James Walkden
Norman, Reginald Robert Griffith
O'Hare, Patrick Edmund
Parsons, James Ambrose, B.A.
Passingham, George
Patterson, William Harry, B.A.
Paul, Percival
Phillips, Elwin George Wilson
Phipps, Albert Edward
Pickford, Joseph Hardy
Plummer, John
Potter, Arthur Sidney
Potter, Reginald William
Priestley, Frederick Horace
Ratcliffe, Albert Edward
Ramsdale, Arthur Edgar
Randall, Alfred Edward
Rashdall, Charles Savile, B.A.
Rayner, Arthur Leopold
Redfern, Theodore
Rees, David Williams
Rees, Wyndham
Reed, Theophilus Haynes
Richards, William Griffith, B.A.
Roberts, Richard John
Robinson, James Francis
Robotham, William Blews
Robson, Henry George
Rodway, James Albert
Ryder, William Henry Jopling
Salmon, George Josselyn
Savile, Arthur Edward
Scudamore, Charles Joseph Roper
Shaw, Patrick Galway Costello
Shelswell, Henry Samuel
Slater, Albert
Smith, George Cruddas
Smith, William
Smith, William Symons
Smithson, Walter Lawson
Soulby, Arthur Edward Bromehead
Speed, Walter Hamlyn
Standring, William John
Stannard, Edward John
Stephen, Cecil Roland
Stevens, Frederick William
Stewart, Charles William Vanderstegen
Suggett, Robert Clayton
Tarr, Francis John
Taylor, John
Taylor, William Keating
Thomas, Arthur Hier
Townsend, Walter Charles
Trotman, Fiennes
Vandamn, George
Wanklyn, Henry Charles
Watson, Thomas Rouse
Watts, Frank
Wearing, James Williamson
Wells, Samuel
Wheeler, Frederick Ledsam
White, John Henry
Whittle, James Lyon
Whytehead, Williams Wastell, M.A.
Wigan, John Thirhill
Wilkin, James Whiteley
Williams, Arthur Trevor Addams
Williams, Bulkeley Robert Wynne
Williams, Charles Herbert
Williams, Hopton Addams
Willmot, Philip Henry
Wilson, Alexander Hayman
Wilson, Edmund Thompson Gilchrist
Wilson, Laurence
Wilson, William Courthope Townshend
Winder, Robert Cecil
Woodham, Thomas Henry
Wooding, Peter Jones
Woollcombe, James Yonge
Yapp, Francis Edward
Yardley, Frederick William

Final Examination.

The following candidates were successful at the Final Examination held on the 19th and 20th of June, 1883:—

Alexander, Ronald Henry
Almond, Charles Frederick
Andrew, Walter
Armstrong, Charles Clarke
Ashburner, Robert William
Ashington, Sherard Arthur
Ashton, Henry Bankes
Baker, Edmund Henry
Baker, Edward Percy
Barham, Francis Edward Foster
Barrows, Harold Murdock
Barry, Edward Stevenson, B.A.
Bartlett, Thomas Charles
Bashall, Henry St. John Hick
Beaumont, Albert Edward
Bedford, Thomas Herbert
Bell, Herbert Wright
Betham, Charles
Bilinghurst, William Henry
Bishop, Arthur Stanley
Bishop, Bernard Edmondson
Bloxam, Frederick Turner
Bonner, Frank Albert
Botsford, John William, B.A.
Bowker, Charles Edward Blackmore
Boycott, Richard Handford
Braim, Charles Albert
Bremner, George Frederic
Brewster, Stephen
Briggs, Harry Riley Sims
Brightman, Richard Howe
Brougham, John Fry
Brown, John
Brown, Robert
Browne, Arthur
Bullard, Philip Henry
Buttanshaw, Edgar
Calder, Henry John
Calley, Henry Jesse
Callis, Charles William
Carr, Edward Robert
Cartmell, James Frederic
Clabburn, John George
Clark, Edward Seymer
Clements, William Hubbard
Clementson, Herbert
Clowes, Harry Laird
Clutsom, Frederick Richard Date
Coates, Herbert Theophilus
Colborne, Henry Raleigh
Coppock, Joseph Stoyle
Corbitt, Ernest Thomson
Crawhall-Wilson, Thomas Fothergill Wilson, B.A.
Crossman, Edward Herbert, B.A.
Currey, Charles Herbert
Danger, Louis Charles
David, William Henry
Davies, David
Davies, Thomas Emery
Davis, Edward Pinder
Desquesnes, Ernest
Dinn, Alfred George
Dixon, Percy
Dyson, Thomas
Easterling, Arthur William
Edwards, Owen Lewis
Elers, William Codrington, B.A.
Ellis, Bernard
Ellis, George Beloe
Fenwick, Percival Clennell
Fitter, George Bedford
Folkard, Gordon Manthorpe
Foord-Kelcey, Edward
Foulger, Harry Bevan Wedgewood
Fowke, Ernest Cope
Frank, George Arthur Samuel
Freeling, Charles Edward Luard, B.A.
Fry, Charles
Gamble, William
Gandell, Thomas Pearse, B.A.
Gardiner, Martin Baring
Gee, Edward Bell
Gibson, Charles Henry
Gilson, Joseph Edward
Gleadow, Paul
Glyde, John Chaffey
Gooding, Edward Everard Stratford
Goodwin, Frederick
Gordon, Graham
Gray, George William
Gray, James, B.A.
Green, John Henry
Gwyn, William Thomas
Hallett, Andrew Charles
Halliwell, William Booth
Happold, Henry
Hardisty, Edward
Hardman, Charles Edward Shirley
Harris, Arthur Edmund Glascott
Hartley, William Henry
Haslam, David Skinner
Haviland, Charles James, B.A.
Hawken, William Irving
Heald, Frederic Herbert
Heald, John Claypole, B.A.
Hedley, Alfred Octavius
Hennels, Walter
Henson, John Rossell, B.A.
Hewitt, Robert John
Hextall, John
Hick, William Tinker
Hocombe, Harry
Holloway, John Edward
Holman, Arthur Frank
Holmes, Arthur
How, Charles Walsham, B.A.
Howorth, Benjamin James
Hoyle, Samuel
Hudson, Alfred Bernard
Hughes, Thomas William
Hughes, Whitworth Henry Reginald
Hunt, James Joseph
Ilderton, Robert Mitford, B.A.
James, Beaumont Tice
James, Morgan Manby
Jenkins, William Henry Jeffrey
Jervis, Herbert Jervis White, B.A.
Jessopp, Walter Badworth
John, James
Jolliffe, Charles Cotgreave
Joshua, Arthur Clare
Judge, Eugene
Kellock, George Francis
King, George Penkivil
King, John Henry
Kingsbury, Richard Andrew
Kirtley, John Hassall
Knapp, William Thomas Reeve
Knight, Edward Walter Horton
Knowles, William Henry
Latter, Arthur Herbert
Law, Cornelius
Lemon, Edward Wallis
Lennox, George
Ley, Lionel
Livesey, William
Lomas, Albert
Loxdale, Geoffrey Warter Peele, B.A.
Lucas, Charles Gardner Tottenham
Luke, Edmund William
Lyne, Horace Sampson
McAdam, Allan Ernest
McConnell, Robert
Macintosh, Albert Charles
Malkin, Joseph Edge
Mant, Arthur French
Marriott, Thomas (of Batley)
Marsh, Francis John
Mason, William Henry
Mattocks, Edward Richard
Mearns, John Patrick
Mew, George Edgar
Miers, Arthur Leopold
Monks, John Phethean
Moore, William Lyndon
Morris, Ebenezer
Myers, Albert
Nalder, Arthur Edward
Nares, Ramsay
Newbould, Williamson
Newman, George Herbert
Norris, Hedley Faithfull
Norris, Jesse
Novelli, Philip Charles, B.A.
Orton, William Louis Joseph
Parkes, Joseph Haslewood
Parsons, Henry John Stoddart
Patterson, Ernest MacFetrish
Paull, Edward Francis
Peacock, Thomas Kearsley
Peake, Ronald
Pearce, George Samuel
Pearson, William Alfred
Pemberton, Cyril Warner Lee
Perrett, Henry
Phillips, Charles, B.A.
Pierce, Llewelyn
Plant, Henry Albert Edward
Playne, Francis George
Pollard, John Metcalfe
Poncia, James Marshall Allen
Poppleton, James Eyre
Pratt, Henry Simcox
Pratt, William
Pritchard, Thomas William B.A.
Procter, John Arthur
Ransom, William Bayly
Ridge, Edward Henry
Rickards, Francis Millett
Robertson, Herbert Edward
Robinson, Francis James
Robyns-Owen, Owen
Rossiter, James Thomas
Rowe, Arthur Francis
Rudd, John Wilham, B.A.
Rutter, Clarence Edwin
Saltwell, Charles Herbert Caley
Saunders, Charles Francis
Scott, Thomas Augustus Sommers
Scutts, William Nicholas Mercer
Seville, Samuel Heywood
Shaw, Joseph Smith
Shuttleworth, Edmund
Simons, William Vazie Langdale
Skelly, Joseph
Smith, Alexander
Smith, Arthur Stephenson
Smith, Charles Herbert
Smith, Ernest Thorney
Smith, John Sidney
Smith, William
Stallibrass, Frank
Stephens, Arthur Treacher
Stephenson, William
Stewart, Charles James, B.A.
Stimson, Charles
Stokes, Graham

Sturt, Gerald
Stuttard, Martin
Swabey, Frederick Eustace, B.A.
Sweet, Charles Lacy
Sydney, Edward Isaac
Sykes, Arthur Heath
Tahourdin, Philip
Tarbolton, Alfred
Taylor, Richard
Thomas, Alfred Randle
Titcombe, William
Todd, Ernest
Turner, Arthur
Tyers, George
Upjohn, Arthur Ritchie
Verden, Henry
Vertue, George Guy
Wakefield, John Edward William, B.A.
Walker, Henry
Walker, James
Wallis, Arthur Thomas
Watts, John Nixon
Watts, Walter Richard Burgoyne
Waugh, Charles Herbert
Webb, Tom
Webber, Alexander Herbert, M.A.
Welsford, Henry Mills, B.A.
Weyman, Arthur William
Wheeler, Cecil William
White, Charles Richard
White, Julius Alfred
Whitworth, Arthur George
Wilkes, John Peters
Willan, James Weatherall
Williams, William Retlaw Jefferson
Wills, William Percy Cogan
Wilson, Joseph Wilson
Wilson, Robert Bailey
Wood, Wilton
Worsfold, Thomas Cato
Worthington, Arthur Henry, B.A.
Wright, Edwin Payton Francis
Yeoman, James Scarr

LEGAL APPOINTMENTS.

Mr. Frederick Augustus Lane, solicitor, of Stratford-upon-Avon, has been appointed Clerk to the County and Borough Magistrates at that place. Mr. Lane was admitted a solicitor in 1874. Both appointments were held by his father, the late Mr. John Lane.

Viscount Emlyn, M.P., has been elected Deputy-Chairman of the Carmarthenshire Quarter Sessions.

Mr. Frank Pellatt Suttherby, solicitor, of Chelmsford and Clacton-on-Sea, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Joseph Rowlands, solicitor (of the firm of Rowlands & Bagnall), of Birmingham and Aston, has been appointed Law Clerk to the Guardians of the Birmingham Proof House, in succession to the late Mr. William Simmons Allen. Mr. Rowlands was admitted a solicitor in 1872. He is clerk to the county magistrates at Birmingham and Aston.

Mr. Jackson Wyman Stuart, solicitor, of 63, Finsbury-pavement, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. Charles Davenport Jones, solicitor (of the firm of Jones & Glenister), of Hastings, has been appointed Clerk to the Hastings Highway Board. Mr. Jones is coroner for the borough of Hastings, and vestry clerk of St. Clement's Parish. He was admitted a solicitor in 1866.

DISSOLUTIONS OF PARTNERSHIPS.

John Becke and Thomas Green, Northampton, solicitors (Becke & Green). June 30. The business will be carried on, under the same name, by the above-named Thomas Green, in partnership with Charles Cecil Becke.

Charles Bradshaw and Hutton Guy, Pelham-street, Nottingham, solicitors (Bradshaw & Guy). June 30.

Sydney Gedge, Alfred Octavius Kirby, Charles Frederic Millett, and Sydney Morse, No. 1, Old Palace-yard, Westminster, and 5, Lime-street-square, London, solicitors (Gedge, Kirby, Millett, & Morse), so far as regards the said Sydney Morse. July 1. The said Sydney Gedge, Alfred Octavius Kirby, and Charles Frederic Millett will in future carry on business at No. 1, Old Palace-yard aforesaid, under the style of Gedge, Kirby, & Millett; the said Sydney Morse will in future carry on business on his own account at 5, Lime-street-square aforesaid.

Richard Willett Roberts and Frederick George Standford Gillett, 2, Verulam-buildings, Gray's-inn, solicitors (Helder, Roberts, & Gillett). June 30. The business will be carried on by the said Richard Willett Roberts on his separate account. [*Gazette*, July 6.]

Laurence Rostron Entwistle and William Henry Cole, Princess-street, Manchester, solicitors (Entwistle & Cole). June 23. [*Gazette*, July 10.]

In the presence of a numerous gathering of the legal profession, the mayors of Hythe, Folkestone, and Sandwich, and others, a presentation was on Monday made to Sir George Russell, the East Kent County Court judge, by the Mayor of Canterbury, at the conclusion of the business of the day in that city. It consisted of an address bearing the signatures of the mayors, town clerks, and chairmen of local boards, county court registrars and solicitors of the district, congratulating Sir George upon his recent succession to the baronetcy, and expressing a hope that the connection which had existed between himself and the division for nine years would not be severed. Subsequently a banquet was held at Dover.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

July 5.—*Bills Read a Third Time.*

Private Bills.—St. Helens District Tramways.

Tramways Provisional Order (No. 4); Metropolis Improvement Provisional Order; Metropolis Improvement Provisional Order (No. 3); Metropolis Improvement Provisional Order (No. 4); Criminal Law Amendment; Public Health (Dairies, &c.); Supreme Court of Judicature (Funds, &c.).

July 6.—*Bills in Committee.*

Local Government Provisional Orders (No. 6); Local Government Provisional Orders (No. 8); Local Government Provisional Order (No. 10); Tramways Provisional Orders.

July 9.—*Bills Read a Third Time.*

Private Bills.—Harrison's Estate; Didcot, Newbury, and Southampton Junction Railway.

July 10.—*Bills Read a Second Time.*

Private Bills.—Brentford and Isleworth Tramways; Newport Docks; Freshwater, Yarmouth, and Newport Railway; Milford Docks.

Bills in Committee.

Local Government Provisional Orders (Poor Law) (No. 2); Tramways Provisional Orders (No. 3).

Bills Read a Third Time.

Private Bills.—Church Fenton, Cawood, and Wistow Railway; Hull, Barnsley, and West Riding Junction and Dock (Various Powers); Rhondda and Swansea Bay Railway; Hartlepool Borough Extension.

HOUSE OF COMMONS.

July 5.—*Bills Read a Second Time.*

Private Bill.—Ennerdale Railway.

Bill in Committee.

Parliamentary Elections Corrupt Practices (clauses 24—31).

July 6.—*Bill Read a Second Time.*

High Court of Justice (Continuous Sittings)

Bill in Committee.

Parliamentary Elections Corrupt Practices (clauses 32—40).

Bills Read a Third Time.

Private Bills.—Drypool Parish Burial Ground; Goole, Epworth, and Owstan Railway.

Medical Act Amendment.

July 9.—*Bills Read a Second Time.*

Private Bills.—The Earl of Aylesford's Estates (No. 2); Ipswich Gas; Landport Wharf.

Bill in Committee.

Parliamentary Elections Corrupt Practices (clauses 41—60).

Bills Read a Third Time.

Private Bill.—Billinghay and Metheringham Light Railway.

July 10.—*Bills Read a Second Time.*

Private Bill.—Guinness' Estate.

Electric Lighting Provisional Orders (No. 6); Electric Lighting Provisional Orders (No. 7); Metropolitan Board of Works (Money); Sea Fisheries.

Bill in Committee.

Parliamentary Elections Corrupt Practices (clause 61—new clauses).

Bill Read a Third Time.

Private Bill.—Coventry, Holy Trinity, Vicar's Rate.

July 11.—*Bill in Committee.*

Parliamentary Elections Corrupt Practices (new clauses).

A firm of City solicitors write to the *Times*:—"On April 24 last an important summons was adjourned by Mr. Justice Chitty into court for argument, and we were at the time informed by fellow solicitors that the learned judge had not even reached his adjourned summonses for April, 1882, and this was confirmed by a firm of solicitors with whom we had business yesterday, who then informed us that they had a summons adjourned by the same judge in April, 1882, which was still not nearly reached. On May 5 last we set down an appeal against a winding-up order, and our counsel applied to the Court of Appeal, No. 2, to expedite the appeal; but the court could not accede to the application owing to prior pressing matters. In the meantime the liquidation of the company is proceeding, and the large costs of liquidation are being incurred before it is finally ascertained whether, as a matter of fact, the company is or is not to be wound up. Further, we have another appeal, which was set down on February 26 last, and which, we are informed, cannot be reached before Michaelmas Term. We will give one more instance. On December 2 last a case of ours was set down for appeal. After appearing in the daily list eight times it was at last argued on June 5 and 8 last—more than six months after it was set down. We could multiply instances of the most painful and injurious delay at the present time in the Chancery Courts."

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-BILBAO STEEL ORE COMPANY, LIMITED.—Chitty, J., has, by an order dated May 1, appointed Frederick Bertram Smart, 53, Cannon st, to be official liquidator. Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, Oct 29 at 11, is appointed for hearing and adjudicating upon the debts and claims

BRISTOL, CLIFTON, AND WEST OF ENGLAND CO-OPERATIVE SUPPLY ASSOCIATION AND PROVISION MARKET, LIMITED.—Petition for winding up, presented July 3, directed to be heard before Chitty, J., on Saturday, July 14. Gregory and Co, Bedford row, agents for Beckingham, Bristol, solicitor for the petitioners

H. A. IVORY AND COMPANY, LIMITED.—Petition for winding up, presented June 29, directed to be heard before Chitty, J., on July 14. Baker and Co, Cannon st, solicitors for the petitioners

ICELAND SULPHUR AND COPPER COMPANY, LIMITED.—Petition for winding up, presented July 4, directed to be heard before Bacon, V.C., on July 14 at 10.30. Gasquet and Metcalfe, Idol lane, Gt Tower st, solicitors for the petitioner

POUNDERS END BRICK COMPANY, LIMITED.—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to George Lamb Buttler, 43, Moorgate st. Monday, Aug 6 at 12, is appointed for hearing and adjudicating upon the debts and claims

REALM FIRE INSURANCE COMPANY, LIMITED.—Bacon, V.C., has, by an order dated July 3, appointed Joseph Andrews, 8, Ironmonger lane, to be official liquidator

TRAMWAYS AND LIGHT RAILWAYS CONSTRUCTION COMPANY, LIMITED.—Chitty, J., has, by an order dated May 11, appointed Edward Henry Smith, 77, Cornhill, to be official liquidator

[*Gazette*, July 6.]

ALBESTINA PAINT COMPANY, LIMITED.—Petition for winding up, presented July 7, directed to be heard before Kay, J., on July 20. Simpson and Cullingford, Gracechurch st, solicitors for the petitioner

BRITISH TIMBER COMPANY, LIMITED.—Petition for winding up, presented July 9, directed to be heard before Kay, J., on Friday, July 20. Sharpe and Co, New ct, Carey st, agents for Harvey and Co, Liverpool, solicitors for the petitioners

GLOBE WINE COMPANY, LIMITED.—Creditors are required, on or before Monday, Aug 6, to send their names and addresses, and the particulars of their debts or claims, to John Folland Lovering, 77, Gresham st. Friday, Oct 26 at 12, is appointed for hearing and adjudicating upon the debts and claims

HENRY CHALK WEBB AND COMPANY, LIMITED.—By an order made by Pearson, J., dated June 30, it was ordered that the company be wound up. Hepburn and Co, Bird in Hand ct, Cheapside, solicitors for the petitioner

PICTORIAL PRINTING AND PUBLISHING COMPANY, LIMITED.—Petition for winding up, presented July 9, directed to be heard before Kay, J., on Friday, July 20. Snell and Co, George st, Mansion House, solicitors for the petitioner

PICTORIAL PRINTING AND PUBLISHING COMPANY, LIMITED.—Petition for winding up, presented July 9, directed to be heard before Kay, J., on July 20. Allen and Edwards, Old Jewry, solicitors for the petitioner

SELSEYNESS PIER COMPANY, LIMITED.—By an order made by Pearson, J., dated June 30, it was ordered that the company be wound up. Ullithorne and Co, Field ct, Gray's inn, agents for Dodds and Co, Stockton on Tees, solicitors for the petitioners

WEST DEVON BRICK AND TERRA COTTA COMPANY, LIMITED.—Petition for winding up, presented July 9, directed to be heard before Pearson, J., on July 20. Parkis and Co, Lincoln's inn fields, agents for Phillips, Plymouth, solicitor for the petitioners

[*Gazette*, July 10.]

FRIENDLY SOCIETIES DISSOLVED.

CAMBRIAN LODGE, G.U.O.O.F., Globe Inn, Neath, Glamorgan. July 4

LOYAL ROSE OF SHARON LODGE, Oddfellows' Arms, Old Dock, Dudley, Worcester. July 2

OLIVE BRANCH LOYAL LODGE, ORDER OF MODERN MASONS, National Schools, Black Heath, Worcester. July 2

PHŒNIX TONTINE SOCIETY, St Augustine's Schoolroom, Salesbury st, Liverpool. July 4

PROVIDENT BIRMINGHAM BENEFIT SOCIETY, Crown and Anchor, Temple st, Hackney rd. July 3

SOUTH LONDON MUSICAL CLUB, Angell Town Institution, Gresham rd, Brixton. July 4

STAR OF HOPE FRIENDLY SOCIETY, Mrs Hugh Jones, Plough st, Llanrwst, Denbigh. July 2

WATERLOO FRIENDLY SOCIETY, Windmill Inn, Stratford on Avon, Warwick. July 2

WIDNES MUTUAL TONTINE SOCIETY, Corva Room, Hutchinson st, Widnes, Lancaster. July 3

[*Gazette*, July 6.]

KING OF THE FOREST LODGE, I.O.O.F.M.U., Turk's Head Inn, Bath st, Dudley, Worcester. July 7

LOYAL COCK AND TRUMPET LODGE, I.O.O.F.M.U., Cock and Trumpet Inn, Halebank, Leicester. July 7

TRUE BRITON SOCIETY, Castle Hotel, Tredegar, Monmouth. July 7

[*Gazette*, July 10.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

ASQUITH, JAMES, Mirfield, York. July 24. Asquith v Asquith, Chitty, J. Ibberson, Dewsbury

BALDOCK, PETER BACON, Harrington Mansions, South Kensington, Private Hotel Keeper. Aug 1. Hudson v Baldock, Kay, J. Temple, Moorgate st

BRASHIER, HENRY JAMES, Gauden rd, Clapham, Builder. July 20. Saunders v Brashier, Chitty, J. Maitland, Knight Rider st, Doctors' commons

DUKE, ROBERT, Birmingham, Solicitor. July 30. Thomas v Duke, Bacon, V.C. Howlett, Birmingham

SKILTON, JAMES, Streatham common, Surrey, Gent. July 20. Overton v Brocklesby, Bacon, V.C. Brocklesby, Walbrook

SMITH, LUCY MESSENGER, Charlotte st, Fitzroy sq, Wine Merchant. July 28. Hart v Longhurst, Kay, J. Turner, Leadenhall st

TREWEEK, JAMES, Mawnan, Cornwall, Gent. July 25. Treweek v West, Pearson, J. Rogers, Falmouth

[*Gazette*, June 26.]

BOX, WILLIAM, Balsall Heath, Worcester. July 24. Mawby v Box, Chitty, J. Higgs, Birmingham

CENTRAL PACIFIC COAL AND COKE COMPANY, LIMITED. July 24. Morrison v Ponsonby, Kay, J. Jenks, Coleman st

HIGGINS, JOSEPH, Leeds, Tobacconist. July 28. Higgins v Hall, Pearson, J. Walker, South parade, Leeds

KINSEY, ARTHUR, Heathfield gardens, Gunnersbury, Gent. July 25. Ade v Kinsey, Pearson, J. King, Craven st, Charing-cross

RODES, WILLIAM HATFIELD DE, Alpha rd, St John's Wood, Esq. July 31. Sanders v Hobson, Chitty, J. Lowe, Temple gardens, Temple

STRETTON, CHARLES MARSTON, Southampton bldgs, Chancery lane, Gent. July 31. Rudduck v Stretton, Pearson, J. Stretton, Chancery lane

WAYGOOD, RICHARD, Oakfield rd, Penge. July 25. Dalgairns v Green, Kay, J. Wootton, Fish st hill

WILLIAMS, WILLIAM, Aberdare, Ironfounder. July 25. Williams v Williams, Kay, J. Kenshole, Aberdare

[*Gazette*, June 29.]

GILBERT, MARY ANN, St Sampson's, Guernsey. July 31. Post v Richardson' Chitty, J. Richardson, Golden sq

HAMOND, ALICIA MARIA, Hanover, Germany. Aug 1. Bacon, V.C. Gregory, Bedford row

LONGBOTTOM, RALPH, Hadfield Glossop, Derby, General Dealer. July 25. Longbottom v Lucan, Pearson, J. Hibbert, Hyde

PINDER, WILLIAM, Holbeck, nr Leeds, Joiner. July 27. Re Pinder, Illingworth v Pinder, Bacon, V.C. Bedford, Leeds

STONE, WILLIAM, Bath, Butcher. July 21. Jones v Stone and Selway, Registrar. Bath. Bartlett, Bath

SHAPLEY, SAMUEL ROSSITER, Newton Abbott, Devon, Cheese and Seed Dealer. Aug 3. Tulley v Shapley, Chitty, J. Winser, Chancery lane

SYMONS, THOMAS, King's rd, Chelsea, Gent. July 26. Betts v Slack, Bacon, V.C. Miller, Arthur st, Chelsea

[*Gazette*, July 3.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

BARB, MARY ELIZABETH, Cambridge st, Pimlico. July 16. Walker and Battiscombe, Basinghall st

BAILEY, EDWIN, Trowbridge, Tailor. July 26. Bush, Trowbridge

CHAMBERS, JOSEPH, High st, Kingsland, Provision Dealer. July 31. Vanderpump Gray's inn sq

FIELD, WILLIAM, Stanford rd, Kensington, Chemist. Aug 10. Trollope and Winckworth, Abingdon st, Westminster

GILL, HENRY, Brighton, Esq. Aug 1. Chapple and Co, Carter lane

HAYES, DAVID, Maplin st, Mile End, Rope Manufacturer. Aug 10. Gush and Co, Finsbury circus

HORNSBY, JOHN, Aston juxta Birmingham, Warwick, Gent. Aug 7. Buller and Co, Birmingham

KIDD, ELIZA, Margate, Kent. Aug 13. Boys, Margate

KLAMM, FRANCIS ANDREW, Eleanor rd, Hackney, Shoemaker. Aug 8. Ouzman, Finsbury st

LINDSEY, MARY, Newport, Monmouth. Aug 1. Bartlett, Arthur st West, London bridge

LUCAS, ELIZABETH JANE, Manchester. July 31. Slater and Co, Manchester

MCCUBBIN, DAVID, Kirkdale, Lancashire, Ship's Steward. Aug 1. Godley and Co, Liverpool

MURPHY, JEREMIAH, North Woolwich, Kent, Licensed Victualler. Aug 31. Hunt and Co, St Swithin's lane

OWEN, DAVID, Llauenddwyn, Merioneth, Retired Farmer. July 30. Rowlands, Machynlleth

PALMER, MARY, Clipston, Northampton. July 25. Wartnaby and Gilbert, Market Harborough

PARKINS, CHARLES, Brecon, Gent. July 21. Bishop, Brecon

ROBINSON, BENJAMIN LOWES, Landport, Southampton, Manager to a Licensed Victualler. July 26. Arnold and Cooper, Chichester

ROBINSON, WILLIAM, Seaham Harbour, Durham, Contractor. Aug 1. Wright, Seaham Harbour

SAXBY, CATHERINE, GARRITTE, Wilmslow, Chester. Aug 25. Parker, Manchester

SHEPARD, RICHARD JAMES, jun, Gordon sq, Underwriter. Aug 8. Harries and Co, Coleman st

SIMPSON, LIGHTLY, Holland Villas rd, Kensington, Esq. Aug 13. Wragg, Gt St Helen's

SPARKS, THOMAS, Hornchurch, Essex, Gent. Aug 31. Hunt and Co, St Swithin's lane

SPEARE, JOHN WILLIAM THEODORE, Saltash, Shipwright. July 30. Gard, Devonport

TRENT, WILLIAM NEWBURY, Buckhurst hill, Esq. Aug 1. Harris, Bishopsgate churchyard

TROTTER, AMELIA, Blackheath. Aug 16. Minet and Co, King William st

WADE, NANCY, Portsea. Aug 12. Edgcombe and Co, Portsea

WALKER, JOHN, Leeds, Gent. July 14. Scott, Leeds

WATTS, JANE, Freshford, Somerset. July 26. Bush, Trowbridge

WENKEL, JOHN FREDERICK CHARLES, Cologne rd, New Wandsworth, Gent. July 28. Blair and Co, Guildhall chbrs

WHEELER, ROBERT, Eastbourne, Sussex. Aug 15. Whites and Co, Budge row, Cannon st

WILLIAMS, JOSEPH MORGAN, Romford, Essex, Gent. Aug 31. Hunt and Co, St Swithin's lane

WOOD, JANE, Scarborough, York. July 31. Taylor and Co, Bradford

[*Gazette*, June 29.]

ALFORD, ANN, Birmingham, Umbrella Manufacturer. Aug 12. Burman and Rigbey, Birmingham

ASHBY, JOHN, Old Kent rd, Licensed Victualler. July 25. Milner, Blackman st, Southwark

BENNETT, WILLIAM LOW, King's Lynn, Norfolk, Fellmonger. July 30. Partridge and Co, King's Lynn

BEST, HENRY, Kidderminster, Worcester, Gent. Aug 11. Burcher, Kidderminster

BURTON, ROBERT, Nottingham, Lace Manufacturer. Aug 11. Hunt and Williams, Nottingham

CASTLE, LAWRENCE, Coln St Aldwyns, Gloucester. Sept 1. Ward and Co, Northleach

CODRINGTON, HENRIETTA, Kilmiston, Southampton. Aug 18. Blackmore and Shield, Alresford

CODDINGLEY, SOLOMON, Burham, Kent, Farmer. Aug 1. Prall and Son, Rochester

DANSON, WILLIAM FREDERICK, Manchester, Merchant. Sept 1. Green and Moberley, Southampton

DEAN, SAMUEL, Chester, Sadler. Aug 1. Bridgman and Co, Chester

FROGGATT, THOMAS, Sheffield, Optician. Aug 11. Taylor, Sheffield

HALL, SARAH, Oxford. Aug 14. Kilby and Mace, Chipping Norton

HAYTER, ROBERT, Windsor, Berks, Musician. Aug 7. Wheatley, New-inn, Strand

HINDS, GEORGE HENRY, Edgware rd, Jeweller. Aug 1. Croft, Union ct, Old Broad st

JAMES, WILLIAM, Hampstead rd, Builder. Sept 1. Taylor and Co, Furnival's inn

KINGERLEY, RICHARD, Whaplode, Lincoln, Farmer. Aug 17. Caparn and Willders, Holbeach

MACAIRE, JUANITA MARIA, Paddinswick rd, Hammersmith. Aug 10. Arnold and Co, Carey st

McGOWAN, Rev. ALEXANDER JOHN, Shotley Bridge, Durham, Clerk in Holy Orders. July 21. Griffith and Co, Newcastle upon Tyne
MARSH, FRANCES ELIZABETH, New Sarum. July 31. Macdonald and Malden, Salisbury
PEACE, HANNAH, Birmingham. Aug 5. Field, Leamington
PIDGEON, GEORGE, Brampton, nr Chesterfield, Farmer. Aug 11. Gratton and Marsden, Chesterfield
POINTING, ELIZABETH, Gt Pulteney st, Golden sq. Aug 15. Vallance and Vallance, Essex st, Strand
READ, WILLIAM MICHAEL, Amhurst rd, Hackney, Licensed Victualler. Aug 4. Low, Wimpole st, Cavendish sq
ROBERTS, HENRY, Helston, Cornwall, Mercer. Aug 21. Plomer, Helston
SHERYER, DRUSILLA, East Horsley, Surrey. Aug 1. Willoughby and Winch, Lancaster pl, Strand
SMITH, VINCENT, Cornforth lane, nr Coxhoe, Durham, Cartman. July 14. Chambers, Durham
THWAITES, MARY, Sharples, near Bolton, Lancaster. July 31. Balshaw, Bolton
TOUR, MAUD DES CHAMPS DE LA, Southampton. Aug 10. Gamlen and Co
TYSON, WILLIAM, Saint Bees, Cumberland, Gent. Aug 6. Butler, Broughton-in-Furness
VEYSIE, WILLIAM, Plymtree, Devon, a Lieutenant-Colonel. Aug 1. Angel, Exeter
WOODWARD, JAMES, St Helen's, Lancaster, Gent. July 31. Barrow and Cook, St Helen's

[*Gazette*, July 3.]

BAILEY, EDWIN. Trowbridge, Wilts, Tailor. July 26. Bush, Trowbridge
BEALE, RICHARD, Frensham, Surrey, Miller. Aug 30. Potter, Farnham
BEARD, GEORGE HUMPHREY, Rottingdean, Sussex, Gent. Aug 1. Lewis
CALVERT, SARAH, Manningham, Bradford. Sept 1. Killick and Co, Bradford
CLARK, WILLIAM HENRY, Store st, Bedford sq, Dairyman. Sept 8. Simmons and Co, Bath
CLAYDEN, JOHN, Stratford, Essex, Builder. Aug 17. Baker and Nairne, Crosby sq
COOPER, JOHN, Sheffield, Gent. Aug 29. Brown and Son, Sheffield
EADE, MARY, and SUSANNA EADE, Bath. July 28. Tucker, Bath
GREEN, JAMES. Leigh, Lancaster, Innkeeper. July 21. Marsh and Co, Leigh
HALL, RALPH, Sumner pl, South Kensington, Silk Manufacturer. Aug 1. Guscotte and Co, Essex st, Strand
HILLER, JOHN HENRY, Sheffield, Dealer in Pigs. Aug 29. Brown and Son, Sheffield
JONES, RICHARD MINSHULL, Brighton, Esq. Oct 1. Arkcoll and Cockell, Tooley st, Southwark
MACAIRE, JUANITA MARIA, Paddinswick rd, Hammersmith. Aug 10. Arnold and Co, Carey st, Lincoln's inn
MARKHAM, JOHN WILLIAM, St Paul's rd, Camden Town, St Pancras. Aug 4. Price, Walbrook
MARSHALL, FREDERICK, Fairfield, nr Liverpool, Licensed Victualler. Aug 1. Grace and Co, Liverpool
MEDLYCOTT, Sir WILLIAM COLES, Milborne Port, Somerset, Bart. Aug 18. Farrer and Co, Lincoln's inn fields
MILLARD, EMMA, Cowley rd, Brixton. Aug 16. Wilson and Co, Copthall bldgs
MOUTRAY, CHARLES DRUMMOND, Shacklewell Green, Dalston, Surgeon. Aug 1. Theodore and Co, Old Broad st
PERCIVAL, MARGARET, Southport, Lancaster. July 28. Mayhew and Co
RUSSELL, GEORGE HENRY, Tottenham Court rd, Curiosity Dealer. Aug 9. Rundle and Hobrow, Coleman st
SMITH, CATHERINE ANNE, Maitland pk rd, Haverstobk Hill. Sept 3. Hussey, Knightrider st
STAINBANK, ROBERT, Sydenham, Bell Founder. Aug 20. Curtis and Betts, South sq, Gray's inn
SWINNERTON, ELIZABETH, Macclesfield. Aug 31. Hand, Macclesfield
SWINNERTON, JANE, Macclesfield. Aug 31. Hand, Macclesfield
TEEDE, ANN, Springfield rd, St Leonard's on Sea. Aug 11. Young and Co, St Mildred's ct, Poultry
TURNER, THOMAS, Stafford, Gent. Sept 29. Heaton, Burslem
WATTS, JANE, Freshford, Somerset. July 26. Bush, Trowbridge
WEBB, WILLIAM, Rotherhithe, Surrey, Gent. July 21. Still and Son, New sq, Lincoln's inn
WILKINSON, ROBERT, Morpeth, Northumberland, Bank Agent. Aug 13. Nicholson, Morpeth
WILSON, ANNE SANDERS, Bray, Berks. Aug 1. Clayton and Co, Lancaster pl, Strand
WOODS, WILLIAM, Brixton hill, Gent. Aug 4. Woods, Gorse House, Park hill, Forest hill

[*Gazette*, July 6.]

AITKEN, ALEXANDER, Manchester, Merchant. Aug 11. Gaunt, Manchester
BANISTER, JAMES JOSEPH, Woolwich, Kent, Undertaker. Sept 29. Sutherland, Woolwich
BERESON, JOSEPH, Huddersfield, York, Gent. Aug 18. Brook and Co, Huddersfield
BYRON, JOHN, Kirkby Green, Lincoln, Farmer. Aug 20. Wilson, Louth
COLES, RICHARD, Fairfax rd, Hampstead, Butcher. Aug 20. Ellen, Chancery lane
EALES, JOHN THOMAS, Northover, Somerset, Esq. Aug 31. Tozer and Whidbourne, Teignmouth
ELY, HEPHZIBAH, Bocking, Essex. Aug 15. Holmes, Braintree
FRANCIS, FRANCIS PHILIP, Colchester, Esq. Aug 6. Pope and Co, Colchester
HATWARD, JOHN, Aston-juxta-Birmingham, Gent. Sept 4. Jelf and Latham, Birmingham
HEWSON, JOSEPH, Marshchapel, Lincoln, Farmer. July 18. Wilson and Son, Louth
HUNT, ANNE YOUNG, Dartmouth. Aug 10. Burrows and Barnes, Sackville st
LINGARD, CHARLES, Chapel-en-le-Frith, Derby, Farmer. Aug 7. Bennett and Co, Chapel-en-le-Frith
LOWE, WILLIAM, Wolsoken, Norfolk, Gent. Aug 15. Metcalfe, Wisbech
MEGSON, MANFRED BYRON, Manchester, Wine Merchant. Sept 10. Watts, Manchester
MOLSHER, HENRY, Pinchbeck, Lincoln, Thrashing Machine Owner. Aug 13. Bonner and Caithryp, Spalding
PUNTER, JOHN GEORGE, Lower James st, Golden sq, Gent. Aug 1. Shaen and Co, Bedford row
RICHARDSON, ANN, Pocklington, York. Aug 31. Powell and Sargent, Pocklington
RICHARDSON, ELIZABETH ANN, Pocklington, York. Aug 31. Powell and Sargent, Pocklington
SPENCE, HENRY, Shrewsbury. Sept 1. Wace, Shrewsbury
SPENCE, JAMES GEORGE, Shrewsbury, Salop, Iron Merchant. Sept 1. Wace, Shrewsbury
TAITE, CHARLES THOMAS, Porchester pl, Hyde Park, Gent. Aug 25. Johnson and Master, Theobald's rd, Bedford row
TURNER, WILLIAM, Warwick rd, Upper Clapton, Gent. Aug 1. Miller and Co, Copthall ct
WILLIS, JAMES, Ticknall, Derby, Yeoman. Aug 1. Briggs, Derby
WYNN, CAROLINE ESTHER, Wolverhampton. Aug 1. Thorneycroft, Wolverhampton

[*Gazette*, July 10.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	V. C. Bacon.	Mr. Justice Kay.
Monday, July 16	Mr. Carrington	Mr. Farrer	Mr. Cobby
Tuesday 17	Lavie	Teesdale	Jackson
Wednesday..... 18	Carrington	Farrer	Cobby
Thursday 19	Lavie	Teesdale	Jackson
Friday..... 20	Carrington	Farrer	Cobby
Saturday..... 21	Lavie	Teesdale	Jackson
	Mr. Justice Chitty.	Mr. Justice North.	Mr. Justice Pearson.
Monday, July 16	Mr. King	Mr. Pemberton	Mr. Koe
Tuesday 17	Merivale	Ward	Clowes
Wednesday..... 18	King	Pemberton	Koe
Thursday 19	Merivale	Ward	Clowes
Friday..... 20	King	Pemberton	Koe
Saturday..... 21	Merivale	Ward	Clowes

The directors of the Eastern Telegraph Company invite subscriptions for £500,000 Four per Cent. Mortgage Debenture Stock at £95 per £100 bond, which will constitute a first charge on the undertaking and revenue of the company, it being provided that the total amount issuable shall never to exceed one-third of the paid-up share capital of the company, the share capital at present consisting of £3,800,000 in ordinary, and £700,000 in preference, shares, both classes standing at a premium. The present issue is made for the redemption of terminable debentures falling due in October next for payment of the Trieste-Corfu Telegraph Cable and other important expenditure on capital account. Subscriptions in any of the existing debentures of the company will be accepted at par, in lieu of cash, and credit given for the interest thereon up to the first half-yearly date for payment of interest on the debenture stock.

RECENT SALES.

At the Stock and Share Auction and Advance Company's (Limited) sale held at their sale-room, 58, Lombard-street, E.C., on the 12th inst., the following were among the prices obtained:—United Horse Nails, 11s. 6d.; John Moir & Sons, 9½; Goginan Silver Lead, 9s. 6d.; General Finance Mortgage and Discount £10 shares, £5 paid, par; Guernsey Steam Trans., 30s.; Carnarvon Copper Mine, 7s. 6d.; Asia Minor Mine £1 shares, 15s. paid, 9s. 6d.; Rhodes Reef, 3s. 4½d.; Indian Glenrock, 3s. 4½d.; Indian Trevelyan, 3s. 4½d.; and other miscellaneous securities fetched full prices.

The Stock and Share Auction and Advance Company (Limited), have removed from Crown-court, Old Broad-street, to 58, Lombard-street, at which address their future weekly sales will be held.

SALES OF THE ENSUING WEEK.

July 17.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Freehold Property (see advertisement, June 16, p. 14, and this week, p. 2).
July 17.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold Property (see advertisement, June 16, p. 4, and July 7, p. 4).
July 18.—Messrs. MASTERMAN, GIBBS, & Co., at the Mart, at 1 p.m., Freehold Properties (see advertisement, June 30, p. 4).
July 19.—Messrs. WILLIAM & F. HOUGHTON, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 23, p. 4).
July 20.—Messrs. FREDERICK A. MULLETT, BOOKER, & Co., at the Mart, at 2 p.m., Leasehold Properties (see advertisement, July 7, p. 608).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DEAN.—July 5, at Carlton-villas, Slough, Bucks, the wife of Charles Frederick Dean, solicitor, of a daughter.
MEWS.—July 7, at 16, Westbourne-park, W., the wife of John Mews, barrister-at-law, of a daughter.

DEATH.

SMITH.—July 9, at Chipton, West Worthing, Sir John Lucie Smith, C.M.G., Chief Justice of Jamaica, eldest son of the late John Lucie Smith, LL.D., aged 56.

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 6, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Eden, William Frederick, High Holborn, Tobacconist. Pet July 4. Brougham. July 20 at 11
Martin, Henry Charles, Atlantic rd, Brixton, Grocer. Pet July 2. Pepys. July 18 at 12

To Surrender in the Country.

Bateman, F. G., Bradford, York, Baker. Pet June 30. Lee. Bradford, July 17 at 12
Fry, James, Halifax, York, Tailor. Pet July 4. Rankin. Halifax, July 19 at 11

Hamilton, Frank, Bedford Leigh, Lancaster, Boot and Shoe Dealer. Pet July 3. Holden. Bolton, July 19 at 11

Hollingsworth, Thomas, Haslington, nr Crewe, Chester, Shoemaker. Pet July 2. Speakman. Crewe, July 19 at 11.30

Simmons, Frederick, Liverpool, Licensed Victualler. Pet July 4. Cooper. Liverpool, July 18 at 12

Strachan, John, Pellatt grove, Wood Green, Contractor for Sanitary Works. Pet July 2. Pulley. Edmonton, July 19 at 11

TUESDAY, July 10, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Englehardt, John George, Marchmont st, Burton crescent, Baker. Pet July 5. Hazlitt. July 27 at 11

Peskett, Alfred, Leyton, Essex, Doctor of Medicine. Pet July 6. Pepys. July 25 at 12

To Surrender in the Country.

Gilliland, Thomas, Liverpool, Draper. Pet July 6. Cooper. Liverpool, July 23 at 12

Hartnell, William, Lydeard Saint Lawrence, Somerset, Miller. Pet July 6. Meyler. Taunton, July 21 at 10.30

Jones, Arthur, Fenton, nr Stoke upon Trent, Licensed Victualler. Pet July 6. Marshall. Stoke upon Trent, July 20 at 11

Preston, James Edward, Cherryhinton, Cambridge, Farmer. Pet July 7. Eaden. Cambridge, July 31 at 1

Stringer, Colonel Miles, Southsea. Pet July 5. Renny. Portsmouth, Aug 2 at 12

Winterburn, William, Ilkeston, Derby, Boot and Shoe Dealer. Pet July 6. Weller. Derby, July 24 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, July 6, 1883.

Davis, Frederick Cook, Shirley, Southampton, Commercial Traveller. June 5

Ker, Robert, Walton st, Brompton, Gent. June 28

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 6, 1883.

Adlam, George, Birmingham, Box Rule Maker. July 19 at 11 at office of Eaden, Bennett's-hill, Birmingham

Allen, George, Manchester, Wheelwright. July 19 at 11 at office of Heath, Swan st, Manchester

Ashwin, Edware, Eccles, Lancaster, Milliner. July 25 at 5 at office of Trevor and Pilling, Booth st, Manchester

Baber, William Lewis, Kensington-park rd. Notting hill, Plumber. July 26 at 3 at office of Rubenstein, Regent st, Waterloo pl

Backhouse, Noah Ife, Lewisham, Kent, Ironmonger. July 23 at 3 at office of Antill, Gresham bldgs, Basinghall st

Bell, James, Bristol, Fellmonger. July 18 at 12 at office of Benson and Carpenter, Bank chbrs, Corn st, Bristol

Barlow, Edmund, Manchester, Yarn Doubler. July 25 at 3 at office of Grundy and Co, Booth st, Manchester

Berry, William, Over Darwen, Grocer. July 19 at 11 at office of Broadbent, Church st, Over Darwen

Bird, Walter Hewett. Nottingham, Fishmonger. July 16 at 3 at office of Parsons, Eldon chbrs, Wheeler gate, Nottingham

Bunsum, James, Turk st, Bethnal Green, Licensed Victualler. July 17 at 3 at office of Noon and Clarke, Blomfield st

Boon, William, Plymouth, Devon, Licensed Victualler. July 46 at 3 at office of Stanbury and Phillips, Princess sq, Plymouth

Bowmar, Thomas Painter, Leicester, Coal Merchnnt. July 20 at 3 at office of Stone and Co, Welford pl, Leicester

Chapman, Alfred John, and Joseph Charles Chapman. Kennington rd, Stone Carvers. July 19 at 3 at office of Kilby, Charterhouse st

Clarkson, James Albert, Todmorden, Lancaster, Glass Dealer. July 19 at 3 at office of Craven and Ingham, Strand, Todmorden

Colyer, Edwin, Upton Gray, Southampton, Innkeeper. July 20 at 2 at Red Lion Hotel, Basingstoke. Eve, Aldershot

Crowe, Walter, Little Plumstead, Norfolk, Farmer. July 16 at 12 at office of Culley, Bank st, Norwich

Curtis, William, Northampton, Boot and Shoe Manufacturer. July 17 at 3 at office of Becke, Derngate, Northampton

Davies, Robert Jones, Chester, Fruit Preserver. July 18 at 2 at office of Roose and Co, North John st, Liverpool. Masters and Rogers, Liverpool

Davis, William Henry, Stratford, Essex, Watchmaker. July 23 at 2 at office of Attenborough, Ely pl, Holborn

Dixon, Thomas, South Stockton, York, Butcher. July 16 at 11.30 at office of Thomas, Market Cross chbrs, Stockton on Tees

Dore, James William, Kidderminster, Worcester, Accountant. July 12 at 3 at office of Lambert and Kenny, Church st, Kidderminster

Dyson, Joseph Herbert, and James Crossley, Manchester, Ivory Button Manufacturers. July 20 at 3 at office of Boote and Edgar, Booth st, Manchester

Easton, William, St Mary Church, Devon, Grocer. July 23 at 12 at Half Moon Hotel, Exeter. Kitsons and Co, Torquay

Evans, Llewellyn, Swansea, Licensed Victualler. July 14 at 1 at office of Tribe and Co, Temple st, Swansea. Jellicoe, Swansea

Fairbotham, John Walker, Kingston upon Hull, Grocer. July 17 at 11 at office of Pettingell, County bldgs, Land of Green Ginger, Kingston upon Hull

Fatt, Frederick, Herbert Pierssene Fatt, Charles Sleap, jun, Sydenham, Wine Merchants. July 19 at 12 at office of Chatteris and Co, Queen Victoria st. Hensman and Nicholson, College hill

Field, Alfred, New North rd, Hatter. July 19 at 3 at office of Raphael, Moorgate st

Fludlow, William, Widnes, Baker. July 19 at 11 at office of Peters, Victoria rd, Widnes

Finn, Edward, Tenterden, Kent, Farmer. July 19 at 2 at White Lion Hotel, Tenterden. Mace

Finn, Edward, jun, Tenterden, Kent, Butcher. July 19 at 2 at White Lion Hotel, Tenterden. Mace

Grayson, George, and Mary Ann Sharp, Sheffield, Bootmakers. July 18 at 2.30 at office of Branson and Co, Bank bldgs, Bank st, Sheffield

Hales, Joseph, St George's, Gloucester, Builder. July 16 at 11 at office of Nicholas, Corn st, Bristol

Hall, William, Newcastle on Tyne, Provision Dealer. July 20 at 11 at office of Robinson, Grey st, Newcastle on Tyne

Handley, Job, Maldon, Essex, out of business. July 18 at 12 at office of Bird, High st, Maldon

Harrison, William, Birkenhead, Grocer. July 19 at 3 at office of Hannan and Pugh, Duncan st, Birkenhead

Higgs, Samuel, Wolverhampton, Licensed Victualler. July 18 at 11 at office of Rhodes, Queen st, Wolverhampton

Hill, George Fawcus Crufoot, Minories, Butcher. July 27 at 2 at Cannnon st Hotel. Lowless and Co, Martin's lane, Cannon st

Howard, William, Cambridge gardens, Notting hill, Cab Proprietor. July 19 at 3 at office of Macmullen, Praed st, Hyde pk

Hunt, William, Bath, Saddler. July 18 at 3 at office of Leveritt, Abbey churchyard, Bath. Clifton and Carter, Bristol

Isaacs, John, Oxford st, Upholsterer. July 23 at 3 at office of Browne and Co, Queen st, Cheapside. Wilde and Co, Ironmonger lane

Jacobs, Levy, Manchester, Cabinet Maker. July 26 at 11 at office of Preston and Young, King st, Manchester

Johnson, George, Middlesbrough, York, Moulder. July 25 at 11.15 at office of Dunn and Watson, Darlington

Kent, Hugh Allen, Bath, Licensed Victualler. July 18 at 11 at office of Bartlett, Northumberland bldgs, Bath

Kneale, George, Liverpool, Ironfounder. July 28 at 11 at office of Etty, Lord st, Liverpool

Laverick, John Clive, West Hartlepool, General Dealer. July 19 at 3 at office of Simpson, Church st, West Hartlepool

Lawson, Thomas Maltby, Nottingham, Timber Merchant. July 17 at 3 at office of Freeth and Co, Low pavement, Nottingham

Lenton, William, Leicester, Boot Manufacturer. July 19 at 12.30 at office of Shires, Market st, Leicester

Lloyd, John, Bilston, Stafford, Fish Salesman. July 18 at 11 at Globe Hotel, Mount Pleasant, Bilston. Bowen, Bilston

Long, Thomas Edward, Uppingham, Rutland, Hairdresser. July 24 at 2 at White Hart Inn, Uppingham. Pateman, Uppingham

Lowe, George, jun, Wakefield, Innkeeper. July 16 at 3 at office of Horner and Edmondson, Wood st, Wakefield

MacLean, Alexander, jun, Derby rd, Tottenham, Paper Manufacturer. July 24 at 3 at office of Andrews and Mason, Ironmonger lane. Anderson and Sons, Ironmonger lane

McCann, Fergus, Wigan, Beerseller. July 19 at 11 at office of Wilson, King st, Wigan

Manning, Harry, Woolpit, Suffolk, Wheelwright. July 19 at 12 at Guildhall, Bury St Edmunds. Gross, Bury St Edmunds

Marquis, Thomas, Witton le Wear, Durham, Innkeeper. July 19 at 11 at office of Maw, jun, Market pl, Bishop Auckland

Mercer, Alfred, Gosport, Builder. July 19 at 2 at Inns of Court Hotel, Holborn. Ford, Portsmouth

Millar, John, Liverpool, Watchmaker. July 23 at 2 at office of Dixon and Syers, Lord st, Liverpool

Moore, William Cameron, Manchester, Cotton Doubler. July 24 at 3 at office of Stead, Essex st, Manchester

Morris, William, Aberdare, Printer. July 19 at 11 at office of Phillips, Canon st, Aberdare

Parker, James, Wakefield, Clogger. July 19 at 2 at office of Lake and Lake, King st, Wakefield

Peacock, Henry Walter, Walsall, Licensed Victualler. July 17 at 11 at office of Bill, Bridge st, Walsall

Philp, Edward Fisher Thorn, Hastings, Coffeehouse Keeper. July 23 at 2 at Albert Temperance Hotel, Queen's rd, Hastings. Hutchinson and McKenna, Gresham st

Pratt, Nicholas, Sowton, Devon, Builder. July 18 at 11 at Queen's Hotel, Queen st, Exeter. Ford

Price, Joseph Thomas, Holywell, Flint, Draper. July 14 at 12 at Albion Hotel, Chester. Davies and Roberts, Holywell

Richards, Joseph, Cardiff, Butcher. July 25 at 11 at office of Tribe and Co, Crockherbtown, Cardiff. Ingledew and Co

Rigden, Frederick Castle, Kinmount gdns, Harrow rd, out of business. July 18 at 3 at office of Paterson and Co, Bouverie st, Fleet st

Roden, Edwin, Wolverhampton, Hosier. July 25 at 12 at office of Flewker and Page, Darlington st, Wolverhampton

Rollings, Richard, Swansea, Glamorgan, Flour Merchant. July 17 at 3 at office of Roose and Co, North John st, Liverpool. Thomas, Swansea

Rowland, James Partridge, Cheltenham, Gloucester, Grocer. July 20 at 3 at the Fleece Hotel, Cheltenham. Champney, Gloucester

Seanar, Samuel Exley, Leeds, Engineer. July 17 at 11 at office of Shaw, Commercial st, Leeds

Shaw, John, Bristol, Beerhouse Keeper. July 14 at 12 at office of Pitt, John st, Broad st, Bristol. Essery, Bristol

Sheard, Abraham, Mirfield, York, Greengrocer. July 23 at 3 at office of Wilson, Exchange bldgs, Mirfield

Sheard, Benjamin, Wakefield, York, Grocer. July 19 at 1 at Trevelyan Hotel, Boar lane, Leeds. Watson and Co, Hull

Silk, James Samuel, Chapel st, Somers Town, Pork Butcher. July 26 at 2 at office of Nicholls, Old Jewry chbrs

Smith, John Howard, and William Hiron Baker, Birmingham, Brassfounders. July 19 at 11 at office of Haigh, Waterloo st, Birmingham

Smith, Robinson, Gotham, Nottingham, Machinist. July 17 at 12 at office of Bartlett, Mill st, Loughborough

Stephens, John Alexander, Liverpool, Hat Manufacturer. July 20 at 3 at office of Lowe, Mount Pleasant, Liverpool

Townley, John, Bury, Lancaster, Beerseller. July 18 at 3 at Derby Hotel, Market st, Bury. Dowling and Urry, Bolton

Welton, Edward James, St Leonard's on Sea, Sussex, Stationer. July 23 at 2 at Albert Temperance Hotel, Queen's rd, Hastings. Hutchinson and McKenna, Gresham st

Williams, Joseph, Leicester, Tailor. July 24 at 2 at office of Orsm and Co, New walk, Leicester

Williams, Thomas, Cardiff, Baker. July 16 at 11 at office of Cox, St Mary st, Cardiff

Withers, George, Liverpool, Teacher of Phonography. July 18 at 3 at office of Parkinson and Co, Dale st, Liverpool

Woods, Edward, Cottingham, York, Nurseryman. July 18 at 3 at office of Summers, Manor st, Kingston upon Hull

Woodward, Cuthbert Henry, Pimlico, Cigar Merchant. July 26 at 3 at office of Hibberd and Co, King's Arms yard, Coleman st. Smith and Co, Aldermanbury

TUESDAY, July 10, 1883.

Barker, Andrew Hume, York, Ticket Writer. July 24 at 1 at office of Wilkinson, St Helen's sq, York

Bates, Alfred, Leicester, Hosiery Manufacturer. July 25 at 3 at office of Buckby, Gallowtree gate, Leicester

Belschner, Francis, and Oliver Trenchard, Hamsell st, Dealers in Pictures. July 25 at 2 at 83, Gresham st. Cannon and Terry, Coleman st

Berger, Wilhelm Charles, St Mary's chbrs, St Mary Axe, Merchant. Aug 1 at 3 at office of Bergthell, West st, Finsbury circus

Billinghurst, John, Cobham, Surrey, Licensed Victualler. July 30 at 3 at office of Ditton, Queen Victoria st

Botterill, Matthew, Leeds, Clothier. July 25 at 3 at office of Brooke, East parade, Leeds

Brickel, William, Kenilworth rd, Old Ford, Trimming Manufacturer. July 20 at 2 at office of Dobson, Minories

Bromley, John, Fitz, Salop, Farmer. July 24 at 11 at office of Morris and Sons, Swan hill, Shrewsbury

Bull, John, Bury St Edmunds, Grocer. July 27 at 12 at the Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds

Burns, Jane, Knighton, Radnor, Innkeeper. July 26 at 1 at Inns of Court Hotel, Holborn. Wallis, Hereford

Burrell, Robert, Oxford st, Machine Maker. July 19 at 2 at office of Pilgrim, Southampton st, Bloomsbury

Burton, Joseph, Amblecote, Stafford, Wood Turner. July 20 at 3 at office of Gould and Elcock, Lower High st, Stourbridge
Byerley, Edwin, Bristol, Carver. July 20 at 11 at office of Pitt, Nicholas st, Bristol
Caddy, Michael, Ilverston, Lancaster, Joiner. July 23 at 11 at Temperance Hall, Ulverston. Pearson, Ulverston
Carter, George, Kendal, Westmoreland, Builder. July 27 at 1 at Board Room, Market pl, Kendal. Thomson and Wilson, Kendal
Carter, Thomas, Fulbeck, Lincoln, Fellmonger. July 28 at 3 at office of Toynbee and Co, Bank st, Lincoln
Catchpole, Giles John, Ipswich, Builder. July 23 at 11 at office of Jackaman, Silent st, Ipswich
Clark, Edward, Newcastle upon Tyne, Solicitor. July 21 at 12 at office of Keenlyside and Co. St. John's chambers, Grainger st West, Newcastle upon Tyne
Clarke, Jay Henry, Albert Carter, and Harry Townend, Hart, st, Warehouseman. July 24 at 3 at Guildhall Tavern, Gresham st. Saxelby and Faulkner, Ironmonger lane
Cole, Anna Maria, Andover, Southampton, Upholsterer. July 24 at 12 at White Hart Hotel, Andover. Footner, Andover
Cooksley, James Henry, Whitchurch, Somerset, Farmer. July 20 at 2 at office of Sibly and Dickinson, Exchange West, Bristol
Copeland, Peter, Biddulph, Stafford, Grocer. July 21 at 11 at office of Hollinshead and Moody, Tunstall
Dwyre, John, Barnsley, York, Painter. July 28 at 3.30 at office of Marshall and Ownsworth, Back Regent st, Barnsley
Elliott, Henry, London Central Meat Market, Meat Salesman. July 25 at 12 at Inns of Court Hotel, Holborn. Hubbard, London Joint Stock Bank chmbrs, West Smithfield
Evans, Enoch Hugh, Carmarthen, of no occupation. July 20 at 11 at office of Griffiths, St Mary st, Carmarthen
Fawkes, William, Liverpool, Licensed Victualler. July 23 at 3 at office of Bartlett and Berry, Dale st, Liverpool
Forster, George Thomas, Darlington, Stationer. July 25 at 3 at office of Wilkes and Wilkes, Northgate, Darlington
Gardiner, Walter, Liverpool, Leather Merchant. July 20 at 1 at office of Carruthers, Lord st, Liverpool
Goodman, Caleb, Burton on Trent, Stationer. July 21 at 12 at office of East and Smith, Old sq, Birmingham
Gosheron, Edward, Drury lane, Licensed Victualler. July 27 at 3 at office of Montagu, Bucklersbury
Greenwood, Ann Elizabeth, Highgate, Dealer in Jewelry. Aug 8 at 3 at office of Moore, Crosby st, Bishopsgate st. Steinberg, Bread st, Cheapside
Harrison, Edwin, Paddington st, Baker st, Watchmaker. July 20 at 3 at office of Munton and Morris, Queen Victoria st
Heap, George, jun, Northampton, Builder. July 24 at 12 at office of Hensman, St Giles's st, Northampton
Hillier, Orlando Withers, Wickwar, Gloucester, Yeoman. July 23 at 12 at office of Sibly and Dickinson, Exchange (West), Bristol
Holland, Walter Johnson, Hulme, Veterinary Surgeon. July 23 at 3 at office of Garthwaite, Brazennose st, Manchester
Hughes, John, Liverpool, Boot Dealer. July 20 at 3 at office of Lupton, Sweeting st, Liverpool
Jennings, Arthur Redmond, Norwich, Licensed Victualler. Aug 1 at 12 at office of Emerson, Rampant Horse st, Norwich
Jones, Ellis James, Fore st, Wholesale Clothing Manufacturer. Aug 3 at 2 at Cannon st Hotel. Saxelby and Faulkner, Ironmonger lane
Joslin, Alfred Benjamin, and Peter Leckie, Fenchurch st, Restaurateurs. July 20 at 3.30 at office of Bryant, Philpot lane
Kemp, Kate Andrews, Sittingbourne, Baker. July 23 at 2 at Bull Hotel, Rochester. Menpes, Maidstone
King, Frederick James, Stapenhill, Game Dealer. July 18 at 12 at office of Wilson, Station st, Burton on Trent
Large, Samuel, Dudley, Glass Cutter. July 20 at 3 at office of Stokes and Hooper, Priory st, Dudley
Lee, James, North Tawton, Devon, Boot and Shoe Maker. July 27 at 11 at office of Southcott, Post Office st, Bedford circus, Exeter. Fulford, North Tawton
McCallister, Alexander, Sheffield, Tailor. July 23 at 3 at office of Weston and Postlethwaite, Park row, Leeds
Manning, William, Nantwich, Chester, Grocer. July 24 at 1 at Royal Hotel, Crewe. Martin, Nantwich
Meredith, James, Birmingham, Flour Dealer. July 20 at 3 at office of Jaques, Temple row, Birmingham
Millar, Frederick Charles Moss, Torquay, Devon, Chemist. July 20 at 11 at office of Hooper and Wollen, Carlton House, Torquay
Milner, George, Vincent st, Old st, Varnish and Polish Manufacturer. July 19 at 3 at office of Lloyd, Wormwood st
Mitchell, James, Newcastle upon Tyne, Dealer in Domestic Machines. July 27 at 3 at office of Dix and Warlow, Northern Assurance bldgs, Collingwood st, Newcastle upon Tyne
Moore, John, Mobberly, nr Knutsford, Chester, Farmer. July 26 at 2.30 at Angel Hotel, Knutsford. Fletcher, Northwich
Moss, John, Saltburn by the Sea, York, Upholsterer. July 26 at 11 at office of Trotter and Langley, High st, Stockton on Tees
Murray, Thomas Edward, Seacombe, Chester, Architect. July 21 at 11 at office of Carruthers, Lord st, Liverpool
Nash, Horace, and John Goodman, Margate, Coal Merchants. July 30 at 3 at 1, Union crescent, Margate. Gibson, Margate
Senior, Mary North, Barnsley, Eating house Keeper. July 23 at 11 at office of Marshall and Ownsworth, Back Regent st, Barnsley
Oakley, William, Ashborne, Derby, Brick Manufacturer. July 26 at 3.30 at Bell Hotel, Sadlergate, Derby. Wilkins, Uttoxeter
Palmer, Charles, Birmingham, Licensed Victualler. July 23 at 3 at office of Jaques, Temple row, Birmingham
Parkes, George, New Kent rd, Theatrical Manager. July 20 at 12 at office of Hird, Walworth rd
Pearson, Thomas Barker, Swinton, York, Boot Dealer. July 24 at 3 at office of Thompson, Moorgate st, Rotherham
Price, John, Shrewsbury, Provision Dealer. July 24 at 3 at Lion Inn, Wyle Cop, Shrewsbury. Fallows, Birmingham
Rishworth, William Clapham, Swartha Silsden, York, Worsted Spinner. July 31 at 3 at office of Atkinson and Wilson, Tyrrel st, Bradford
Rollings, Richard, Swansea, Flour Merchant. July 17 at 3 at Queen's Hotel, Newport, Mon, in lieu of place originally named
Sampson, William, and Thomas Humphrey Sampson, Camborne, Cornwall, Drapers. July 23 at 3 at office of Daniell and Thomas, Chapel st, Camborne
Schroeder, Ferdinand Conrad Edward, Charterhouse bldgs, Goswell rd, Paper Merchant. July 25 at 2 at 145, Cheapside. Neave, Friday st, Cheapside
Sears, Archer, Aldershot, Grocer. July 31 at 4 at Imperial Hotel, Aldershot. Foster
Sellman, Aaron, Battle, Sussex, Grocer. July 20 at 12 at office of Davenport and Co, Bank bldgs, Hastings
Setter, William, Rhondda Valley, Glamorgan, Grocer. July 20 at 12 at 19, Dock st, Cardiff. Rosser, Pontypridd
Shapcott, Joseph, Cardiff. Beer Retailer. July 25 at 11 at office of David, Old Post office chbrs, Cardiff
Smith, Christopher Webb, Gravelly Hill, Warwick, Manufacturing Chemist. July 19 at 2 at office of Colmore, Paradise st, Birmingham
Smith, Joshua, Gawthorpe, nr Dewsbury, York, Grocer. July 23 at 11 at Strafford Arms Hotel, Wakefield. Lister, Wakefield
Stewart, Thomas, and William Stewart, Hanley, Stafford, Ironmongers. July 31 at 11 at North Western Hotel, Stafford. Paddock and Sons, Hanley
Taylor, Michael, Hexham, Northumberland, Ironmonger. July 23 at 2 at office of Chapman and Fletcher, Mosley st, Newcastle upon Tyne
Terry, Kate Rose, Sheffield, Milliner. July 18 at 3 at office of Unwin, Queen st, Sheffield
Thornton, Samuel, Bradford, York, Commission Agent. July 23 at 3 at Law Institute, Piccadilly, Bradford. Berry and Co, Bradford
Trapnell, George William, Horfield, Gloucester, Dairyman. July 23 at 2 at office of Sibly and Dickinson, Exchange West, Bristol
Twittey, George, Moss Side, nr Manchester, Brush Maker. July 20 at 3 at office of Smith and Co, Brazennose st, Manchester
Whitfield, John, Longton, Stafford, Potter's Overman. July 20 at 11 at office of Kent, Chancery lane, Longton
Whyley, George, Stamford, Lincoln, Fish Dealer. July 24 at 10 at office of Lee, St Mary's pl, Stamford
Wilkinson, Robert, Manchester, Warehouseman. July 25 at 3 at office of Hankinson, Queen's chbrs, John Dalton st, Manchester
Woodhead, Joseph, York, Butcher. July 23 at 3 at office of Lodge, Townhall chbrs, King st, Wakefield
Worsley, James Edward, Southport, Lancaster. July 23 at 3 at Derby Hotel, Market st, Bury. Whalley, Accrington

The Subscription to the SOLICITORS' JOURNAL *is—Town*, 26s.; *Country*, 28s.; *with the* WEEKLY REPORTER, 52s. *Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth*, 2s. 6d., *half law calf*, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

NOTICES TO CORRESPONDENTS.—*All communications intended for publication in the* SOLICITORS' JOURNAL *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.